

CITY OF PRAIRIE VILLAGE

November 18, 2013

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.



**COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
November 18, 2013
6:00 PM**

AGENDA

CHARLES CLARK, ACTING COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- *COU2013-43 Consider Ordinance amending the licensing requirements for Security Licenses and License Agents
Captain Schwartzkopf

- COU2013-50 Consider approving change to the City's Municipal Code Chapter X,
Section 10-116 Police Pension Plan; Disability Insurance.
Quinn Bennion

EXECUTIVE SESSIONS

***Council Action Requested the same night**



POLICE DEPARTMENT

Council Committee Meeting Date: November 18, 2013

Council Meeting Date: November 18, 2013

COU2013-43: Consider Licensing Amendment to Ordinances Regulating Security Licenses and License Agents (5-401, 5-405, 5-407)

RECOMMENDATION

Staff recommends the City Council adopt an Ordinance amending the requirements of Security Agents to be licensed to patrol and carry weapons within the City.

COUNCIL ACTION REQUESTED ON:

November 18, 2013

SUGGESTED MOTIONS

Move to approve proposed amendments as specified to Ordinance 5-401, 5-405, and 5-407.

BACKGROUND

The Ordinance amendment(s) makes two changes to the licensing requirements for security agents within the City. First, the ordinance now specifies qualification training requirements for security agents carrying firearms. Second, the certification of agent qualifications has been revised to reflect language adopted from Kansas Statutes for police officer standards. The proposed amendments were reviewed by the City Attorney, Police Department, and current security services for input.

PREPARED BY

Wes Jordan
Chief of Police

Date: November 13, 2013

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER V OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED “BUSINESS REGULATIONS” BY AMENDING ARTICLE 4 ENTITLED “SECURITY POLICE LICENSES AND LICENSE AGENTS” BY AMENDING SECTION 5-401 ENTITLED “DEFINITIONS” AND SECTION 5-405 ENTITLED “LICENSE REQUIREMENTS FOR AGENTS” AND SECTION 5-407 ENTITLED “CERTIFICATION OF AGENT QUALIFICATIONS”.

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

Section I

Article 4, Section 5-401, entitled “Definitions” is hereby amended by repealing Section 5-401 and enacting in lieu thereof a new Section 5-401 to read as follows:

- 5-401. DEFINITIONS.** When the terms set forth below are used in this article, the following definitions shall apply, unless the context otherwise requires:
- (a) License -- A certificate granting permission for a person to operate a security service.
 - (b) License Agent – means that a licensed holder for the operation of a security service has hired an agent to conduct security services on behalf of their company.
 - (c) Person -- Any individual, partnership, proprietorship, association, firm, corporation or other business entity.
 - (d) Security Agent -- Any individual who is employed by a security service to guard, watch, patrol or otherwise attempt to provide security for any individual(s) or the real or personal property of any person.
 - (e) Service -- Any person engaged for hire in the business of guarding, watching, patrolling or otherwise attempting to provide security for any individual(s) or the real or personal property of another person.
 - (f) Certified Firearms Instructor – A firearms safety instructor that is:
 - (i) certified by the National Rifle Association as a Certified Personal Protection Instructor or a Certified Pistol Instructor, or;
 - (ii) a federal, state, or municipal law enforcement firearms instructor, or;
 - (iii) certified by the Kansas Attorney General as qualified to train private detectives in the handling of firearms and the lawful use of force pursuant to K.S.A. 75-7b21.

Section II

Article 4, Section 5-405 entitled “License Requirements For Agents” is hereby amended by amending section 5-405(C) to read as follows:

5-405. LICENSE REQUIREMENTS FOR AGENTS.

~~(e) If the agent will carry a firearm and it is to be concealed in the course of their assigned duty, it must be in accordance with K.S.A. 75-7b17;~~

(c) If the agent will carry a firearm in the course of their assigned duty, the agent must provide either:

(1) qualified by a Certified Firearms Instructor, or;

(2) proof that the agent possesses a valid Class A Private Security License with Firearms Qualification issued by the Kansas City, Missouri Board of Police Commissioners.

Section III

Article 4, Section 5-407, entitled “Certification of Agent Qualifications” is hereby amended by repealing Section 5-407 and enacting in lieu thereof a new Section 5-407 to read as follows:

5-407. CERTIFICATION OF AGENT QUALIFICATIONS.

(a) The license holder shall certify to the City that all agents working for them have been the object of a “complete and diligent background investigation” to determine if they meet the minimum requirements of the City.

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

(1) Is not less than 18 years of age [applicants must be 21 or over to carry a firearm as part of their duties];

(2) Is of good moral character;

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

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

(3) Is a United States citizen;

(4) has been fingerprinted and a search of local, state and national fingerprint files has been made to determine whether the applicant has a criminal record;

(5) has not been convicted, does not have an expunged conviction, and on and after July 1, 1995, has not been placed on diversion by any state or the federal government for a crime which is a felony or its equivalent under the uniform code of military justice;

(6) has not been convicted, does not have an expunged conviction, has not been placed on diversion by any state or the federal government for a misdemeanor crime of domestic violence or its equivalent under the uniform code of military justice, when such misdemeanor crime of domestic violence was committed on or after the effective date of this act;

(7) is the holder of a high-school diploma or furnishes evidence of successful completion of an examination indicating an equivalent achievement;

(8) is free of any physical or mental condition which might adversely affect the applicant's performance of a police officer's or law enforcement officer's duties; and

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

Section IV

This Ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ day of _____, 2013.

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy
City Clerk

Catherine P. Logan
City Attorney

ORDINANCE 2297

AN ORDINANCE AMENDING CHAPTER V OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED “BUSINESS REGULATIONS” BY AMENDING ARTICLE 4 ENTITLED “SECURITY POLICE LICENSES AND LICENSE AGENTS” BY AMENDING SECTION 5-401 ENTITLED “DEFINITIONS” AND SECTION 5-405 ENTITLED “LICENSE REQUIREMENTS FOR AGENTS” AND SECTION 5-407 ENTITLED “CERTIFICATION OF AGENT QUALIFICATIONS”.

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

Section I

Article 4, Section 5-401, entitled “Definitions” is hereby amended by repealing Section 5-401 and enacting in lieu thereof a new Section 5-401 to read as follows:

- 5-401. DEFINITIONS.** When the terms set forth below are used in this article, the following definitions shall apply, unless the context otherwise requires:
- (a) License -- A certificate granting permission for a person to operate a security service.
 - (b) License Agent -- means that a licensed holder for the operation of a security service has hired an agent to conduct security services on behalf of their company.
 - (c) Person -- Any individual, partnership, proprietorship, association, firm, corporation or other business entity.
 - (d) Security Agent -- Any individual who is employed by a security service to guard, watch, patrol or otherwise attempt to provide security for any individual(s) or the real or personal property of any person.
 - (e) Service -- Any person engaged for hire in the business of guarding, watching, patrolling or otherwise attempting to provide security for any individual(s) or the real or personal property of another person.
 - (f) Certified Firearms Instructor -- A firearms safety instructor that is:
 - (i) certified by the National Rifle Association as a Certified Personal Protection Instructor or a Certified Pistol Instructor, or;
 - (ii) a federal, state, or municipal law enforcement firearms instructor, or;
 - (iii) certified by the Kansas Attorney General as qualified to train private detectives in the handling of firearms and the lawful use of force pursuant to K.S.A. 75-7b21.

Section II

Article 4, Section 5-405 entitled “License Requirements For Agents” is hereby amended by amending section 5-405(c) to read as follows:

5-405. LICENSE REQUIREMENTS FOR AGENTS.

(c) If the agent will carry a firearm in the course of their assigned duty, the agent must provide either:

- (1) qualified by a Certified Firearms Instructor, or;
- (2) proof that the agent possesses a valid Class A Private Security License with Firearms Qualification issued by the Kansas City, Missouri Board of Police Commissioners.

Section III

Article 4, Section 5-407, entitled “Certification of Agent Qualifications” is hereby amended by repealing Section 5-407 and enacting in lieu thereof a new Section 5-407 to read as follows:

5-407. CERTIFICATION OF AGENT QUALIFICATIONS.

(a) The license holder shall certify to the City that all agents working for them have been the object of a “complete and diligent background investigation” to determine if they meet the minimum requirements of the City.

- (b) The license holder must certify that the agent:
- (1) Is not less than 18 years of age [applicants must be 21 or over to carry a firearm as part of their duties];
 - (2) Is of good moral character;
 - (3) Is a United States citizen;
 - (4) has been fingerprinted and a search of local, state and national fingerprint files has been made to determine whether the applicant has a criminal record;
 - (5) has not been convicted, does not have an expunged conviction, and on and after July 1, 1995, has not been placed on diversion by any state or the federal government for a crime which is a felony or its equivalent under the uniform code of military justice;
 - (6) has not been convicted, does not have an expunged conviction, has not been placed on diversion by any state or the federal government for a misdemeanor crime of domestic violence or its equivalent under the uniform code of military justice, when such misdemeanor crime of domestic violence was committed on or after the effective date of this act;
 - (7) is the holder of a high-school diploma or furnishes evidence of successful completion of an examination indicating an equivalent achievement;
 - (8) is free of any physical or mental condition which might adversely affect the applicant's performance of a police officer's or law enforcement officer's duties; and

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

Section IV

This Ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ day of _____, 2013.

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy
City Clerk

Catherine P. Logan
City Attorney



COUNCIL COMMITTEE

Council Committee Meeting Date: November 18, 2013

City Council Meeting Date: December 2, 2013

COU2013-50: Consider approving change to the City's Municipal Code Chapter X, Section 10-116 Police Pension Plan; Disability Insurance.

SUGGESTED MOTION

Move that the Committee approve the changes to the City's Municipal Code Chapter X, Section 10-116 *Police Pension Plan; Disability Insurance*, as it relates to the City's Police Pension Plan.

BACKGROUND

In reviewing the Plan, staff discovered that there was a section of Municipal Code, Chapter X, Section 10-116 *Police Pension Plan; Disability Insurance* that limits the amount of disability benefits a participant of the Police Pension Plan ("Plan") may earn. The current language states, "The policy shall provide for the payment of long-term disability benefits of 60 percent of earnings to a maximum of \$3,000 per month but not beyond the age of 65 years..." This section of the Municipal Code was developed in 1973 when the average compensation for those in the Plan did not approach where it is today. Due to this, the current language limits the benefit of those employees on the Plan whose compensation exceeds \$60,000 annually.

Staff recommends updating the language of this section of Municipal Code to state, "The policy shall provide for the payment of long-term disability benefits, but not beyond the age of 65 years..."

The City's current long-term disability plan will govern payout limits and other provisions of the coverage.

ATTACHMENTS

- Proposed changes to Municipal Code Chapter X, Section 10-116 *Police Pension Plan; Disability Insurance*
-

Prepared By:

Nicholas Sanders, PHR, IPMA-CP

Human Resources Manager

Date: November 11, 2013

10-116. SAME; DISABILITY INSURANCE. There is hereby incorporated by reference of the purpose of providing disability insurance for personnel under the pension plan referred to in section 10-113, that certain Insurance Policy of which not less than three copies of the Insurance Policy shall be marked or stamped, Official Copy and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The policy shall provide for the payment of long-term disability benefits, but not beyond the age of 65 years ~~The policy shall provide for the payment of long term disability benefits of 60 percent of earnings to a maximum of \$3,000 per month but not beyond the age of 65 years~~, providing a waiting period for accidental and sickness benefits of 90 days, all to supplement the provisions of the Trust Indenture as provided herein, shall be purchased and maintained in compliance therewith for the benefit of personnel therein defined and their dependents.

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 10 OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "POLICE" BY AMENDING ARTICLE 1 ENTITLED "POLICE DEPARTMENT" AND SECTION 10-116 ENTITLED "SAME; DISABILITY INSURANCE"

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

Section I.

Article I, Section 10-116 of Chapter X of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

10-116. SAME; DISABILITY INSURANCE. There is hereby incorporated by reference of the purpose of providing disability insurance for personnel under the pension plan referred to in section 10-113, that certain Insurance Policy of which not less than three copies of the Insurance Policy shall be marked or stamped, Official Copy and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The policy shall provide for the payment of long-term disability benefits, but not beyond the age of 65 years, providing a waiting period for accidental and sickness benefits of 90 days, all to supplement the provisions of the Trust Indenture as provided herein, shall be purchased and maintained in compliance therewith for the benefit of personnel therein defined and their dependents.

Section II. Take Effect. That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy
City Clerk

APPROVED AS TO FORM:

Catherine P. Logan
City Attorney

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
November 18, 2013
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PUBLIC PARTICIPATION**
- V. **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 Regular Council Meeting Minutes - November 4, 2013
- 2. Approve Claims Warrant 2911
- 3. Approve the issuance of Cereal Malt Beverage Licenses for 2014 to the following businesses:
 - Four B Corp - Hen House 22 located at 4050 W 83rd Street
 - Four B Corp - Hen House 28 located at 6950 Mission Rd
 - Hy-Vee Inc - Store located at 7620 State Line Rd
 - Walgreen Co - Store #13032 located at 4016 W 95th Street
- 4. Ratify the Mayor's appointment of Lindsay Ridder to the Arts Council with her term expiring in April 2014.
- 5. Ratify the Mayor's appointment of Benjamin Washburn to the Communications Committee
- 6. Ratify the Mayor's appointment of Marianne Noll and Cindy Clark as Co-Chairs of the 2014 VillageFest Committee
- 7. Approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$15,000 from the 2014 Parks & Community Programs Budget.
- 8. Approve the recommendations of the UCS Grant Review Committee contained in the 2014 Human Service Fund Recommendation Report and a contribution to UCS of \$6,825 from the 2014 Parks & Community Programs Budget
- 9. Approve the bid from Platinum Painting in the amount of \$37,260 for painting the interior of the Police Department
- 10. Approve 2014 Recreation Fee Schedule
- 11. Approve the amendments to Council Policy 055 - Investment Policy for City Retirement Funds

12. Approve the restatement of the City's Police Pension Plan
13. Authorize the Mayor to execute a proclamation commemorating the 100th Birthday of Prairie Village resident Maxine Renz

VI. **MAYOR'S REPORT**

Consider confirmation of appointment of Assistant City Administrator

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

COU2013-43 Consider Ordinance amending the licensing requirements for Security Licenses and License Agents

Planning Commission

PC2013-08 Consider request for rezoning of 3101 W 75th St from R-1a (Single Family Residential District) to RP-1b (Planned Single Family Residential District) and approval of Preliminary Development Plan

VIII. **STAFF REPORTS**

IX. **OLD BUSINESS**

X. **NEW BUSINESS**

XI. **ANNOUNCEMENTS**

XII. **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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

November 18, 2013

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
November 4, 2013**

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 4, 2013, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Ashley Weaver, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang, Laura Wassmer, Brooke Morehead, Charles Clark, Ted Odell and David Belz.

Also present were: Wes Jordan, Chief of Police; Keith Bredehoeft, Interim Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Lisa Santa Maria, Finance Director; Nic Sanders, Human Resources Specialist; Danielle Dulin, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led those present in the Pledge of Allegiance.

PUBLIC PARTICIPATION

Charles Schollenberger, 3718 West 79th Terrace, thanked the Council for their pending approval for approval of the proclamation for John F. Kennedy-Shawnee Mission East High School Day on November 16th. He invited the public to attend the commemoration of JFK's visit to SME and reenactment of his speech. He also thanked the Prairie Village Arts Council for their support of the event.

David Morrison, 9021 Delmar, stated that he does not accept his ouster from his Council seat and had filed an appeal with the district court. He wants to continue to serve people of Ward 5 who elected him to represent them.

Mayor Shaffer acknowledged seven high school students in attendance from Rockhurst High School for their American Government class; a student from Shawnee Mission East and a boy scout from Troop 192 was attending to earn his merit badge.

CONSENT AGENDA

Charles Clark moved the approval of the Consent Agenda for Monday, November 4, 2013:

1. Approve Regular Council Meeting Minutes - October 7, 2013
2. Approve Claims Ordinance 2910
3. Approve a contract with Promail Services for six bi-monthly issues of the Village Voice.
4. Ratify the Mayor's approval of the issuance of a fireworks display permit requested by the Shawnee Mission East Booster Club in conjunction with the homecoming activities on Thursday, October 10th.
5. Authorize the Mayor to execute a proclamation establishing November 16, 2013 as "John F. Kennedy-Shawnee Mission East High School Day"
6. Authorize the Mayor to execute a proclamation designating November, 2013 as "National American Indian Heritage Month"
7. Approve the agreement with Berberich, Trahan & Company, P.A. to audit the City's 2013 financial statements
8. Ratify the Mayor's appointment of Eric Mikkelson to the Parks & Recreation Committee to fill an unexpired term ending April, 2015.
9. Approve the bid of \$69,991 by American Equipment Company for the purchase and of truck equipment for new public works dump truck #827
10. Direct staff to follow the existing Purchasing Policy to solicit bids for all the following identified services and commodities: Custodial Services, Tree Services, Weather Forecast Services, Plumbing Services and Trash Roll-Off Containers.
11. Approve Change Order #2 with George Butler Associates (GBA) for Project 75ST0001: 75th Street Rehabilitation from State Line Road to Mission Road in the amount of \$37,709.00
12. Approve the 2014 Parks Project Design Services Contract with Indigo Design in the Amount of \$34,360.00

A roll call vote was taken with the following members voting “aye”: Weaver, Warman, Hopkins, Noll, Wang, Wassmer, Morehead, Clark, Odell and Belz.

MAYOR’S REPORT

Consider confirmation of appointment of Public Works Director

Quinn Bennion summarized the search process for the selection of a Public Works Director which included the use of an outside employment firm (Mercer & Associates). Over 65 applications were received for the positions, five candidates were interviewed by a selection committee of three council members, an area public works director, himself and Mayor Shaffer. This is a Mayor appointed position with ratification by the City Council.

Mayor Shaffer announced the selection of the committee and his appointment for the position of Public Works Director Keith Bredehoeft. Mr. Bredehoeft introduced his family who were in attendance. He thanked the Mayor and selection committee for their vote of confidence. He also expressed his appreciation to the City Council and City staff for their support throughout his past years with the City. He is pleased to accept the challenges of the position and the expectations of the Council and the community.

Laura Wassmer moved the City Council ratify the Mayor’s appointment of Keith Bredehoeft to serve as Director of Public Works for the City of Prairie Village. The motion was seconded by David Belz and passed unanimously.

COMMITTEE REPORTS

Council Committee of the Whole

COU2013-49 Consider requesting the Planning Commission consider amending the zoning ordinances to include a Reapplication Waiting Period for Rezoning and Special Use Permit Applications

Dale Warman moved on behalf of the Council Committee of the Whole that the City Council direct the Planning Commission to consider amending the zoning ordinances to include a Reapplication Waiting Permit for resubmittals of Rezoning and Special Use Permit Applications for the same location and authorize a public hearing. The motion was seconded by Ted Odell and passed by a vote of 6 to 4.

City Attorney Katie Logan provided background on the action for the benefit of those in attendance at the meeting. Mayor Shaffer confirmed this action will have no impact on current applications before the City.

COU2013-47 Consider the adoption of the 2013 Standard Traffic Ordinance for Kansas Cities and additional amendments to the 2012 Uniform Public Offense Code for Kansas Cities

Dale Warman moved on behalf of the Council Committee of the Whole that the Governing Body approve Ordinance 2296 amending Chapter XI of the Code of the City of Prairie Village, 2003, entitled "Public Offenses & Traffic" by repealing Chapter XI, Article 6 entitled "Standard Traffic Ordinance" and incorporating by reference the "Standard Traffic Ordinance for Kansas Cities, Edition 2013" with certain deletions and additions; and prescribing additional regulations. The motion was seconded by David Belz.

A roll call vote was taken with the following members voting "aye": Weaver, Warman, Hopkins, Noll, Wang, Wassmer, Morehead, Clark, Odell, Belz and Shaffer.

Dale Warman moved on behalf of the Council Committee of the Whole that the Governing Body approve Ordinance 2295 amending Chapter XI of the Code of the City of Prairie Village, 2003, entitled "Public Offenses & Traffic " by making certain additional

omissions, changes and additions to the “Uniform Public Offense Code for Kansas Cities, Edition of 2012”. The motion was seconded by David Belz.

A roll call vote was taken with the following members voting “aye”: Weaver, Warman, Hopkins, Noll, Wang, Wassmer, Morehead, Clark, Odell, Belz and Shaffer.

COU2013-48 Consider JazzFest Funding

Dale Warman moved on behalf of the Council Committee of the Whole that the City Council authorize the JazzFest Committee to utilize the \$10,000 one-time loan approved January 22, 2013 to cover festival expenditures and use the remainder as seed funding for the 2014 festival. The motion was seconded by Brooke Morehead and passed by a vote of 9 to 1.

STAFF REPORTS

STAFF REPORTS

Public Safety

- Chief Jordan discussed the recent fireworks display in conjunction with the SME Booster Club and homecoming activities. The display resulted excess of 40 calls to dispatch that evening and several complaints to the department. He noted the City of Mission Hills has requested Prairie Village consider tightening its fireworks regulations. After significant discussion the Council directed Chief Jordan prepare an ordinance change that would allow the Chief of Police and Fire Chief to approve fireworks displays with possible restrictions as to the type of fireworks allowed.

Public Safety

- Keith Bredehoeft provided an update on City construction projects and WaterOne complaints.
- Public Works staff is preparing for the winter season. The enhanced rock salt for street treatments has been received.
- The department is working to fill two open staff positions.
- Ted Odell confirmed that the grass in the right of way area along the Somerset project will be replaced with sod.

Administration

- Danielle Dulin reported the Planning Commission will meet on Tuesday at Village Church to consider the new application for Mission Chateau.

- Staff is working on the Johnson County Legislative Agenda which will be presented to the City Council for consideration soon.
- Lisa Santa Maria noted the 2014 budget has been distributed to Council members and is available on the city's website.
- Mrs. Santa Maria presented the final mill levy numbers received by the County of 19.490, noting the budget requested mill levy was 19.478.
- The third quarter report was distributed earlier with revenue received at 75% and expenditures at 56%. Interest income has increased.
- Two dates are being considered for the Council Worksession - January 25th and February 1st. She asked Council members to respond with their preference so details can be finalized.
- City Attorney Katie Logan reminded the Council of the protocol for consideration of the new MVS, LLC application.
- Mrs. Logan advised the Council that the required votes for ordinance and zoning adoption remains the same even with the current vacant council seat.
- Quinn Bennion thanked the Public Works selection committee and the Assistant City Administrator selection committees for their work. The appointment of the Assistant City Administrator will be on the next Council agenda.

Brooke Morehead asked for an update on development at the Prairie Village Shops. Danielle Dulin reported that the new retail building is under construction. Quinn Bennion added that no new CID reimbursement requests have been received for the shops. Charles Clark noted that per the CID agreement the developers are required to provide the City Council with an annual update and suggested that the update be scheduled soon.

OLD BUSINESS

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

NEW BUSINESS

Brooke Morehead noted the committee to evaluate the structure and organization of committees consisting of she and Ted Odell and Ruth Hopkins would be meeting soon.

Ruth Hopkins reported on the recent Kansas League of Municipalities session of “Crowdfunding Projects and donations on-line”. She would like to see this explored further.

Andrew Wang acknowledged the attendance of the newly appointed Parks & Recreation Committee member Eric Mikkelson at the meeting.

Steve Noll encouraged Council members to donate their leftover Halloween candy for use at the Municipal Foundation’s Gingerbread House project. Candy can be left with the City Clerk. Ruth Hopkins added the Foundation is also in need of volunteers to assist with the project on December 8th.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Planning Commission (6641 Mission Road)	11/05/2013	7:00 p.m.
Tree Board	11/06/2013	6:00 p.m.
Parks & Recreation Committee	11/13/2013	7:00 p.m.
Council Committee of the Whole	11/18/2013	6:00 p.m.
City Council	11/18/2013	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a pastel exhibit by the MidAmerica Pastel Society as the November exhibit in the R. G. Endres Gallery. A reception will be held this Friday, November 8, from 6:30 - 7:30 p.m.

The Northeast Johnson County Chamber of Commerce 2013 Annual Gala is on Saturday, November 23 at the Overland Park Marriott. RSVP to Jeanne Koontz if you would like to attend.

Due to the winter holidays, the Environment/Recycle Committee will combine their November and December meetings into a single meeting on Wednesday, December 4 at 7:00 p.m. in the MPR.

The Johnson and Wyandotte Counties Council of Mayors Holiday Social is Wednesday, December 4 at 5:30 p.m. at the OP Convention Center. RSVP to Jeanne Koontz by November 20th if you would like to attend.

The Mayor’s Holiday Tree Lighting will be Thursday, December 5 from 6:00 - 7:00 p.m. at Corinth Square.

The Employee Holiday Luncheon will be Wednesday, December 11 from 11:30 a.m. - 1:00 p.m. in the Council Chambers.

The Mayor's Holiday Gala for Volunteers will be Friday, December 13 at Homestead Country Club.

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 8:30 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

November 18, 2013

**Copy of Ordinance
2911**

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<u>EXPENDITURES:</u>			
Accounts Payable			
5873-5877	10/4/2013	6,217.73	
5878-5948	10/11/2013	961,399.50	
5949-5961	10/18/2013	100,459.77	
5962-6056	10/25/2013	158,006.95	
6057-6058	10/29/2013	179.02	
Payroll Expenditures			
10/4/2013		243,014.62	
10/18/2013		250,318.13	
Electronic Payments			
Electronic Pmnts	10/2/2013	13,773.85	
Electronic Pmnts	10/4/2013	518.92	
Electronic Pmnts	10/10/2013	1,011.31	
Electronic Pmnts	10/11/2013	6,440.39	
Electronic Pmnts	10/15/2013	1,434.84	
Electronic Pmnts	10/22/2013	3,688.68	
Electronic Pmnts	10/25/2013	1,557.89	
Electronic Pmnts	10/26/2013	20,559.41	
Electronic Pmnts	10/30/2013	3,267.01	
TOTAL EXPENDITURES:			1,771,848.02
Voided Checks	Check #	(Amount)	
Columbia Capital	5950	(6,058.43)	
ICOP Digital	5954	(4,110.34)	
TOTAL VOIDED CHECKS:			(10,168.77)
GRAND TOTAL CLAIMS ORDINANCE			1,761,679.25

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

Passed this 18th day of November 2013.

Signed or Approved this 18th day of November 2013.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



City Clerk

Council Meeting Date: November 18, 2013
Consent Agenda

Approve the issuance of Cereal Malt Beverage Licenses for 2014 to the following businesses

RECOMMENDATION

Staff recommends the Council approve the issuance of Cereal Malt Beverage Licenses for 2014 to the following businesses:

- Four B Corp - Hen House 22 located at 4050 W 83rd Street
- Four B Corp - Hen House 28 located at 6950 Mission Rd
- Hy-Vee Inc - Store located at 7620 State Line Rd
- Walgreen Co - Store #13032 located at 4016 W 95th Street

BACKGROUND

The State of Kansas requires a Cereal Malt Beverage license for each business selling cereal malt beverages. The listed businesses have submitted an application for a 2014 Cereal Malt Beverage License to allow for the sale of beer in unopened original containers only. This application is being submitted in accordance with Prairie Village Municipal Code 3-202. The applications are available for review in the City Clerk's Office.

ATTACHMENTS

None

PREPARED BY

Christine Tarne
City Clerk's Office
Date: November 8, 2013



MAYOR

Council Meeting Date: November 18, 2013

**CONSENT AGENDA: CONSIDER APPOINTMENT TO THE ARTS
 COUNCIL**

RECOMMENDATION

Ratify the Mayor's appointment of Lindsay Ridder to the Arts Council with her term expiring in April 2014.

BACKGROUND

Mayor Shaffer is pleased to place before you the appointment of Lindsay Ridder to the Arts Council. Her volunteer application is attached.

ATTACHMENTS

1. Volunteer Application

PREPARED BY

Jeanne Koontz, Deputy City Clerk/Public Information Officer
November 11, 2013



City of Prairie Village

APPLICATION TO VOLUNTEER

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

Name Lindsay Ridder Spouse's Name Rich Ridder

Address [Redacted] PV, KS Zip 66208 Ward

Telephone: Home [Redacted] Work 0 Fax 0

E-mail [Redacted] Other Number(s):

Business Affiliation RE/MAX Legacy

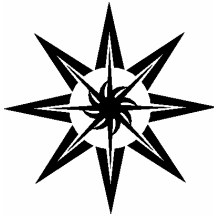
Business Address Country Club plaza 4635 Wyandotte #210 KCMO

What Committee(s) interests you? PV Arts Council

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

I have lived here with my 2 kids (13 & 10 yrs old) for 3 years and love our community. I would like to give back and help in any way I can. My background is in marketing, advertising and am just now beginning my real estate career. I would be happy to lend my marketing expertise to the committee as well as my strong organizational and planning skills. Thank you for your consideration!
Lindsay

Thank you for your interest in serving our community.



MAYOR

Council Meeting Date: November 18, 2013

**CONSENT AGENDA: CONSIDER APPOINTMENT TO THE
COMMUNICATIONS COMMITTEE**

RECOMMENDATION

Ratify the Mayor's appointment of Benjamin Washburn to the Communications Committee.

BACKGROUND

Mayor Shaffer is pleased to place before you the appointment of Benjamin Washburn to the Communications Committee. His volunteer application is attached.

ATTACHMENTS

1. Volunteer Application

PREPARED BY

Jeanne Koontz, Deputy City Clerk/Public Information Officer
November 14, 2013



**City of Prairie Village
APPLICATION TO VOLUNTEER**

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

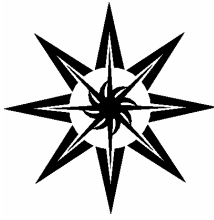
Name BENJAMIN M. WASHBURN Spouse's Name MARLA
Address 6711 ROE AVE Zip 66208 Ward 1
Telephone: Home [REDACTED] Work [REDACTED] Fax N/A
E-mail [REDACTED] Other Number(s): _____
Business Affiliation U.S. ENVIRONMENTAL PROTECTION AGENCY
Business Address 11201 PENNER BLVD, LENEXA, KS 66219
What Committee(s) interests you? COMMUNICATIONS

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

United States Army Public Affairs 2005-2009
United States E.P.A Public Affairs 2010- PRESENT

8 years communications experience, including press/media relations and community outreach.

Thank you for your interest in serving our community.



MAYOR

Council Meeting Date: November 18, 2013

**CONSENT AGENDA: CONSIDER APPOINTMENT OF VILLAGEFEST
CHAIRPERSON**

RECOMMENDATION

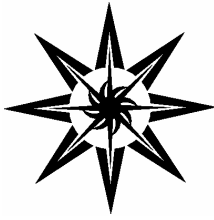
Ratify the Mayor's appointment of Marianne Noll and Cindy Clark as Co-Chairs of the 2014 VillageFest Committee.

BACKGROUND

Mayor Shaffer is pleased to place before you the appointment of Marianne Noll and Cindy Clark as Co-Chairs of the 2014 VillageFest Committee. Marianne Noll has served as the Chairperson since 2011. Cindy Clark has served on the committee since 2012 and organized the craft show in 2013.

PREPARED BY

Jeanne Koontz, Deputy City Clerk/Public Information Officer
November 11, 2013



ADMINISTRATION DEPARTMENT

Council Meeting Date: November 18, 2013

CONSENT AGENDA: Consider contribution allocation recommended by the Drug & Alcoholism Council of Johnson County for 2014 Alcohol Tax Funds

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$15,000 from the 2014 Parks & Community Programs Budget.

BACKGROUND

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

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

FUNDING SOURCE

The allocation of funds will be made from the City's allocation of the Special Alcohol Tax Fund. The 2014 budget includes \$15,000 in Community Programs.

ATTACHMENTS

Recommended distribution of Alcohol Tax Funds for Prairie Village
2014 Alcohol Tax Fund Recommendation Report

PREPARED BY

Jeanne Koontz
Deputy City Clerk/Public Information Officer
November 12, 2013



United Community Services of Johnson County

Date: November 4, 2013
To: Quinn Bennion, City Administrator, Prairie Village
From: Karen Wulfkuhle, Executive Director *KW*
Re: Allocation of 2014 Alcohol Tax Fund

2014 Recommendation Report

The Drug & Alcoholism Council of Johnson County (DAC), a project of United Community Services, has prepared and approved the recommendations for allocation of 2014 Alcohol Tax Funds (ATF). The enclosed report is submitted for the City of Prairie Village's action. The DAC is an advisor to the City of Prairie Village on the expenditure of these funds. To receive an electronic version of the document, please contact Donna Zimmerman, donnaz@ucsjoco.org.

The city has the ultimate authority and responsibility for determining the allocation of its portion of the Alcohol Tax Fund. Therefore, the DAC requests that **the city act on these recommendations by December 31, 2013**. If you would like a representative of the DAC present when the report is considered, please notify Marya Schott of the meeting date and time (maryas@ucsjoco.org).

Distribution of Funds

For the purposes of making the recommendations, the DAC pools alcohol tax funds from all participating jurisdictions (Johnson County Government, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee). Each jurisdiction, however, is responsible for distributing its own funds. A distribution chart for your jurisdiction is enclosed. Funding distribution is determined as follows:

- 1) funds for school district programs are allocated proportionally only from the jurisdictions served by particular school districts;
- 2) UCS/DAC administrative cost of 5.7% is prorated among all jurisdictions; and
- 3) remaining programs are funded proportionally by all jurisdictions.

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

Enclosures: 2014 Alcohol Tax Fund Recommendations Report
Alcohol Tax Fund Distribution Chart
2014 Grantee List

cc: Lisa Santa Maria

Board Members
 Jill Quigley, President
 Dr. Curtis Cain
 Doug Davidson
 Mary D. Estrada
 Penny Postoak Ferguson
 Carol Gonzales
 Michael D. Hockley
 Thomas Robinett, Jr.
 Anifa Roman-Garcia
 Matthew Scholfield
 Henry Sewing
 Hon. Ron Shaffer
 Paul Snider
 Rebecca Tilden
 Rev. David Whetter
 Eugene R. Wilson
 Marc S. Wilson

Council of Advisors
 Gary Anderson
 Mary Birch
 Dick Bond
 Dr. Terry Calaway
 Dr. Robert Clark
 Ben Craig
 Hon. Peggy Dunn
 Hon. Ed Eilert
 Jeffrey O. Ellis
 SuEllen Fried
 Terrie Huntington
 Betty Keim
 Audrey Langworthy
 Rabbi Mark Levin
 Dr. Janis McMillen
 Carol Sader
 Brad Stratton
 Charlie Sunderland
 Dr. Elaine Tatham
 Stephen Tatum
 Dr. Tom Trigg
 David Warm
 Ron Wimmer
 Hannes Zacharias

Executive Director
Karen Wulfkuhle





United Community Services of Johnson County

2014 ALCOHOL TAX FUND RECOMMENDATIONS REPORT DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

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

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

Alcohol Tax Funds are derived from a state excise tax on liquor sold by the drink. Part of the revenue generated is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs "whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers, or are in danger of becoming alcoholics or drug abusers" (KSA 79-41a04 1997).

The DAC's grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The Board of County Commissioners and city councils have ultimate authority and responsibilities for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. **Jurisdictions are asked to take action on the recommendations by December 31, 2013.**

Together, Johnson County Government and nine cities committed \$1,579,779 for 2014 ATF (listed on page 10). Twenty-two applications totaled \$1,875,840 in funding requests. After studying applications, meeting with applicants and deliberating, the DAC developed funding recommendations. This Report reflects those recommendations and is organized in two sections: Education, Prevention and Intervention; and, Treatment and Recovery.

For additional information on the process or the programs, contact Marya Schott, UCS Community Initiatives Director, 913.438.4764 maryas@ucsjoco.org.

Board Members

- Jill Quigley, President
- Dr. Curtis Cain
- Doug Davidson
- Mary D. Estrada
- Penny Postoak Ferguson
- Carol Gonzales
- Michael D. Hockley
- Thomas Robinett, Jr.
- Anita Roman-Garcia
- Matthew Scholfield
- Henry Sewing
- Hon. Ron Shaffer
- Paul Snider
- Rebecca Tilden
- Rev. David Whetter
- Eugene R. Wilson
- Marc S. Wilson

Council of Advisors

- Gary Anderson
- Mary Birch
- Dick Bond
- Dr. Terry Calaway
- Dr. Robert Clark
- Ben Craig
- Hon. Peggy Dunn
- Hon. Ed Eilert
- Jeffrey O. Ellis
- SuEllen Fried
- Terrie Huntington
- Betty Keim
- Audrey Langworthy
- Rabbi Mark Levin
- Dr. Janis McMillen
- Carol Sader
- Brad Stratton
- Charlie Sunderland
- Dr. Elaine Tatham
- Stephen Tatum
- Dr. Tom Trigg
- David Warm
- Ron Wimmer
- Hannes Zacharias

Executive Director

- Karen Wulfkuhle



2014 Alcohol Tax Fund Grant Recommendations						
Grant History and 2014 Request and Recommendations						
Applicant	2010 Allocation	2011 Allocation	2012 Allocation	2013 Allocation	2014 Request	2014 Recommendation
EDUCATION, PREVENTION and INTERVENTION						
Blue Valley	\$17,400	\$26,500	\$49,100	\$56,550	\$82,350	\$65,450
De Soto	\$25,784	\$26,000	\$24,000	\$24,000	\$24,745	\$20,745
Gardner Edgerton	\$28,500	\$28,500	\$25,265	\$24,635	\$29,185	\$26,385
Olathe	\$45,396	\$37,380	\$42,860	\$48,960	\$33,455	\$33,455
Shawnee Mission	\$61,260	\$52,317	\$43,691	\$50,000	\$50,000	\$50,000
Spring Hill	\$3,000	\$8,500	\$26,490	\$16,495	\$22,495	\$22,495
Family Conservancy	\$31,302	\$31,302	\$31,300	\$33,900	\$33,900	\$33,900
JoCo Court Services	\$49,208	\$53,960	\$55,209	\$57,878	\$63,389	\$63,389
JoCo Library	\$9,937	\$9,500	\$8,000	\$0	\$0	\$0
JoCoMH RPC	\$87,119	\$87,119	\$87,119	\$95,000	\$103,498	\$97,295
Section Subtotal	\$358,906	\$361,078	\$393,034	\$407,418	\$443,017	\$413,114
TREATMENT and RECOVERY						
Associated Youth Services				\$7,260	\$0	\$0
Cypress Recovery /Preferred Family Healthcare, Inc.	\$102,353	\$94,500	\$96,418	\$92,000	\$126,560	\$92,000
First Call	\$24,843	\$20,000	\$17,000	\$17,000	\$25,000	\$21,000
Friends of Recovery	\$29,811	\$29,811	\$30,000	\$30,000	\$30,000	\$30,000
Gillis/IFC	\$50,790	\$50,790	\$51,111	\$55,000	\$60,000	\$55,000
Heartland RADAC	\$59,623	\$59,623	\$85,000	\$85,000	\$169,100	\$117,000
JoCo Corr.(Gender SA)	\$19,874	\$19,874	\$19,025	\$18,500	\$0	\$0
JoCo Corr. (Co-Occurring Disorder)			\$6,900		\$0	\$0
JoCoMH ACT	\$146,494	\$149,807	\$149,807	\$183,235	\$283,235	\$219,510
JoCoMH ADU	\$264,774	\$268,581	\$268,581	\$268,581	\$268,581	\$268,581
JoCoMH Adult Dual Dx	\$59,621	\$61,000	\$61,000	\$75,000	\$75,000	\$75,000
KidsTLC	\$46,236	\$45,000	\$35,000	\$40,000	\$40,000	\$38,000
Marillac	\$33,396	\$33,396	\$33,396	\$33,396	\$35,000	\$33,396
Mirror, Inc.				\$90,000	\$177,626	\$90,000
SAFEHOME	\$17,771	\$17,771	\$17,771	\$18,197	\$23,261	\$21,578
Salvation Army	\$42,424	\$50,000	\$47,000	\$13,001	\$119,460	\$15,500
Section Subtotal	\$898,010	\$900,153	\$918,009	\$1,026,170	\$1,432,823	\$1,076,565
Section Totals	\$1,256,916	\$1,261,231	\$1,311,043	\$1,433,588	\$1,875,840	\$1,489,679
UCS Administration	\$88,192	\$84,000	\$84,000	\$88,300		\$90,100
Grand Total	\$1,345,108	\$1,345,231	\$1,395,043	\$1,521,888		\$1,579,779

2014 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

Education, Prevention and Intervention

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

School District Programs

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

Blue Valley School District

Request: \$82,350

Recommendation: \$65,450

The DAC recommends Blue Valley School District be awarded \$65,450 to support funding for a drug/alcohol prevention coordinator at each middle and high school and a district coordinator, Sobriety Support Groups, AlcoholEdu (an on-line program implemented in all high schools and the Academy), stipends for Reconnecting Youth instructors, funds for a substitute teacher to provide time for new teachers to be trained on Project Alert (implemented in middle schools), and funds for teachers to write pre/post tests for Project Alert and make revisions to Project Alert as recommended by University of Kansas consultant. The DAC commends Blue Valley School District for its development of robust programming and encourages the district to share its revisions to Project Alert with other Johnson County school districts. During 2014 the district anticipates serving approximately 12,640 adults/parents and youth/students through ATF supported programs.

De Soto School District

Request: \$24,745

Recommendation: \$20,745

The DAC recommends the De Soto School District be awarded \$20,745 to support implementation of two evidence-based programs - Too Good for Drugs (elementary students), and Reconnecting Youth (high-risk middle and high school students); high school prevention clubs; a driving simulation/mock accident substance abuse education and prevention activity for high school students and parents; and, new substance abuse education and prevention materials and curriculum for high school and middle school students. Additionally, the DAC recommends funding to support the district's coordinator for substance abuse programming. During 2014 the district anticipates serving approximately 9,400 adults/parents and youth/students through ATF supported programs.

Gardner Edgerton School District**Request: \$29,185****Recommendation: \$26,385**

The DAC recommends Gardner Edgerton School District be awarded \$26,385 to support its implementation of the evidence-based programs Project Alert (middle school), Too Good for Drugs (K-12), and Character Education/Too Good for Violence (elementary school), as well as support of Drug Free clubs (activities and building sponsors). Funding will also be used to support student participation in the Youth Leadership Summit, training for school staff in Youth Mental Health First Aid and trauma informed practices, and educational programming/materials which help build students' protective factors and adults' parenting skills (for parents: Love and Logic and Parent Information Night). During 2014 the district anticipates serving approximately 6,750 adults and youth through ATF supported programs.

Olathe School District**Request: \$33,455****Recommendation: \$33,455**

The DAC recommends the Olathe School District be awarded \$33,455 to support the implementation of Project Alert (middle school), weekly sobriety support groups (high school), student substance abuse assessments, Life Skills (middle school), parent education through Guiding Good Choices (parents of students ages 9-13 who are identified by school), and AlcoholEdu (9th grade in one high school). During 2014 the district anticipates serving approximately 5,200 adults and students through ATF supported programs.

Shawnee Mission School District**Request: \$50,000****Recommendation: \$50,000**

The DAC recommends the Shawnee Mission School District be awarded \$50,000 to support implementation of two evidence-based programs AlcoholEdu (three high schools) and Second Step (adding three more middle schools and two elementary schools); and, continued support of the district's Drug Free clubs which use the Too Good for Drugs program. The DAC commends the school district for implementing an evidence-based substance abuse prevention program in its after school clubs, however this reaches only the students who choose to participate in the after school program. During 2014 the district anticipates serving approximately 6,600 adults/parents and youth/students through ATF supported programs. For several years the DAC has urged the district to provide evidence-based substance abuse programming to students during the school-day and commends the district for increasing the number of schools that provide AlcoholEdu and Second Step.

Spring Hill School District**Request: \$22,495****Recommendation: \$22,495**

The DAC recommends the Spring Hill School District be awarded \$22,495 to support three evidence-based programs Project Alert (middle school), Al's Pals: Kids Making Health Choices (kindergarten), AlcoholEdu (high school) and a new peer-helping program with structured curriculum – Peer Assistance Leadership (PAL); and, Students Against Destructive Decisions (SADD – high school). The DAC commends the district for implementing an evidence-based peer program that is designed to help youth avoid risk factors for substance use. During 2014 the district anticipates serving 1,700 students through ATF supported programs.

Community Based Programs

The Family Conservancy

Request: \$33,900

Recommendation: \$33,900

The DAC recommends the Family Conservancy be awarded \$33,900 to implement The Incredible Years curriculum (targets high-risk children ages 2-8 years-old and their parents), and substance abuse education for Anger Management and Batterers' Intervention group participants (targets high-risk adults), and the agency's drug and alcohol assessment and referral process. The Family Conservancy offers The Incredible Years free of charge to families. Anger Management and Batterers' Intervention are offered on a sliding fee scale for clients who are income eligible and clients are not refused if unable to pay fees. During 2014, the agency anticipates serving 370 Johnson County residents.

Johnson County Court Services, Juvenile Drug Court

Request: \$63,389

Recommendation: \$63,389

The DAC recommends that Johnson County Court Services be awarded \$63,389 to support the salary and benefits for the Juvenile Drug Court/ MIP Officer and thus ensure the continuation of the Juvenile Drug Court and Minor in Possession of Alcohol (MIP) programs. The Juvenile Drug Court targets first-time offenders applying for diversion who present with serious drug and/or alcohol issues. The MIP program is a non-Court resolution of a police report when a juvenile has been in possession of alcohol. Both programs increase youths' motivation to remain drug/alcohol free. Recidivism rates for juveniles who complete the Drug Court program are considerable lower than juvenile offenders who do not complete the program. During 2014 Court Services anticipates serving 375 Johnson County youth in these programs.

Johnson County Mental Health Center, Regional Prevention Center (RPC)

Request: \$103,498

Recommendation: \$97,295

The DAC recommends the Regional Prevention Center be awarded \$97,295 to support a range of direct prevention services and supports to residents and organizations in Johnson County. ATF funds will support 1.5 FTE to provide prevention services which include 1) Responsible Beverage Service Training, 2) Lock Your Meds Campaign, 3) Prescription Drug Take Back, 4) Youth Leadership Summit, 5) Strengthening Families, and 6) Underage Drinking Prevention Video and Panel. The RPC's primary funding source is Ks. Dept. for Aging and Disability Services (KDADS). ATF supports the RPC's expansion of services beyond KDADS parameters which allows the RPC to support the community in areas of concern that include prescription drug abuse and marijuana use, as well as developing the capacity of underutilized partners in prevention work. During 2014 the RPC anticipates serving 8,500 Johnson County residents.

Note regarding continuing program services: The Johnson County Library received ATF support in 2012 for its Changing Lives Through Literature Program. This program will continue to be offered during 2014 with ATF funds that the library has carried over from previous years. The library will provide semi-annual reports on outcomes and service statistics. During 2014 the Johnson County Library anticipates serving 36 participants.

Treatment and Recovery

Alcohol Tax Funds are recommended to support 15 treatment and recovery programs delivered by 11 community-based organizations and departments of County government. In general, treatment programs help to reduce substance abuse, lead to positive individual change and productivity, reduce mental and physical healthcare costs, improve public safety, and reduce law enforcement and court costs. Funding recommendations are based upon a review of each proposal and take into consideration the type of programming, outcome achievement and accountability.

Preferred Family Healthcare, Inc., DBA Cypress Recovery

Request: \$126,560

Recommendation: \$92,000

The DAC recommends that Cypress Recovery be awarded \$92,000 for its delivery of outpatient substance abuse programming to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low income residents). In September 2012, Cypress Recovery merged with Preferred Family Healthcare (PFH), a nonprofit behavioral health care entity that operates drug and alcohol programs in Missouri, Texas and Kansas. During the first six months of 2013, 84% of Cypress Recovery's clients met the criteria for sliding scale fees (based upon income). Cypress Recovery is a Johnson County Court approved provider for substance abuse services. The Court is in the process of approving a fewer number of providers for services in 2014. Cypress Recovery stated that it has applied for this approval, and will continue to maintain a fee policy that assures no one is turned away due to inability to pay fees. ATF support in 2014 is contingent upon Cypress Recovery maintaining this fee policy. During 2014, Cypress Recovery projects serving 512 Johnson County residents.

First Call Alcohol/Drug Prevention & Recovery

Request: \$25,000

Recommendation: \$21,000

The DAC recommends that First Call be awarded \$21,000 to deliver Family Prevention Services in Johnson County. These services include the following: 1) *How to Cope* program which is provided to parents of clients at Marillac, and to other adults in Johnson County who access these services through classes provided at Church of the Resurrection; 2) *Caring for Kids* program for children and youth at Marillac; 3) for students attending Olathe School District – sobriety groups, Life Skills 101 (uses an evidence-based program and focuses on alcohol/drug use prevention/education, family systems, anger management and communication), Students who Invest in Success (an open student forum that utilizes the Say It Straight curriculum); and, 4) direct services to Johnson County residents who comprise five percent of First Call's clients. Direct services include assessment and referral to treatment, the Crisis Call hotline, and prevention services.

The organization anticipates serving 1,218 Johnson County participants during 2014 through *How to Cope*, *Caring for Kids*, Olathe School District, and direct services (crisis call hotline, and assessment and prevention services).

Friends of Recovery Association**Request: \$30,000****Recommendation: \$30,000**

The DAC recommends that Friends of Recovery (FORA) be awarded \$30,000 to continue reintegration programming for individuals living in Oxford Houses and the Partners in Recovery program which provides Recovery Coaches to help newly-recovering residents. Oxford Houses target individuals who often have limited resources, and are seeking a supportive environment within which to recover from substance abuse. Recovery Coaches help facilitate a series of workshops designed for trauma recovery and empowerment based upon *Seeking Safety*. Friends of Recovery operates 22 Oxford Houses in Johnson County. FORA anticipates serving approximately 310 Johnson County participants during 2014. The DAC appreciates that FORA continues to partner with Johnson County Forensic Assertive Community Treatment Program to offer short term housing to individuals recently released from incarceration. Through this partnership, individuals are provided with shelter, as well as help from Recovery Coaches as they seek employment and apply for standard admission to Oxford House.

Gillis Center (for Intensive Family Counseling, a division of Gillis)**Request: \$60,000****Recommendation: \$55,000**

The DAC recommends that Gillis/Intensive Family Counseling (IFC) be awarded \$55,000 for the implementation of Functional Family Therapy, an evidence-based family intervention program to address a variety of problems facing at-risk youth and their families. IFC was acquired by Gillis in 2009 in order to increase its capacity to deliver Functional Family Therapy. During 2014, Gillis will use ATF grant monies to serve approximately 40 Johnson County youth and their family members whose problems are related to substance abuse. The Johnson County Intake and Assessment Center, Court Services and the Johnson County Department of Corrections are the primary referral sources to Functional Family Therapy.

Heartland Regional Alcohol & Drug Assessment Center (RADAC)**Request: \$169,100****Recommendation: \$117,000**

The DAC recommends that Heartland RADAC be awarded \$117,000 to support its recovery coaching and intensive case management for Johnson County individuals with co-occurring substance use disorders and mental health issues who are homeless or at-risk of homelessness, and need treatment or treatment-related services. Recovery coaching helps clients engage in the recovery community and is provided in conjunction with case management and care coordination services. These services fill a gap in the continuum of services for this population that is otherwise unfunded. The number of intensive case management clients served in Johnson County continues to increase. During the first six months of 2013 the agency served more than the total number of clients served during 2012, and attributes this increase to community outreach and education, and a new partnership with Health Partnership Clinic's homeless program. Heartland RADAC anticipates serving 130 Johnson County clients during 2014, up from 63 in 2012.

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

Request: \$283,235

Recommendation: \$219,510

The DAC recommends that the Johnson County Mental Health Center's Adolescent Center for Treatment be awarded \$219,510 to deliver an adolescent residential treatment program for youth ages 12-18. The ACT is the only specialized youth residential substance abuse treatment program available in the state of Kansas. The majority of residential patients are court-ordered; some are from the foster care system. ACT offers a sliding fee scale to ensure that no clients are turned away due to financial reasons. During 2014 ACT anticipates serving 85 Johnson County youth in the residential program. In the past ATF supported outpatient services at ACT; for 2014, the Mental Health Center did not request ATF support of its outpatient substance use disorder services.

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

Request: \$268,581

Recommendation: \$268,581

The DAC recommends that the Johnson County Mental Health Center's Adult Detoxification Unit be awarded \$268,581 to provide a social detoxification center delivered at no cost to adult Kansas residents 24 hours a day, seven days a week. Admissions come through hospitals and law enforcement. The ADU is one of two in the region serving Kansas residents and is a cost-effective alternative to hospital emergency rooms or incarceration. During 2014 the Mental Health Center ADU anticipates serving 522 clients from Johnson County.

Johnson County Mental Health Center, Dual Diagnosis Adult Outpatient Program

Request: \$75,000

Recommendation: \$75,000

The DAC recommends that the Johnson County Mental Health Center's Dual Diagnosis Adult Outpatient Program be awarded \$75,000 to offer integrated outpatient treatment to adults who have co-occurring substance use disorders and mental health disorders. These persons are often very difficult to treat and require staff with both mental health licensure and substance abuse credentialing to deliver treatment planning and services. The program uses a sliding fee scale to assure access for low-income residents. No one is turned away for inability to pay fees. First implemented in September 2008, an increasing number of clients continue to be served each year, growing from 247 clients in 2009, to a projected service delivery in 2014 of 558 Johnson County residents.

KidsTLC

Request: \$40,000

Recommendation: \$38,000

The DAC recommends that KidsTLC be awarded \$38,000 to support substance abuse prevention education and intervention, and clinical treatment for youth who reside in the agency's Psychiatric Residential Treatment Facility (PRTF). Prevention education is provided to all youth ages 12 and up in the PRTF. Clinical treatment is available to youth who are dually diagnosed with substance use disorder and mental health issues. In 2014 relapse prevention will be provided through KidsTLC outpatient clinic and is no longer included in services supported by ATF. During 2014 the agency projects serving 50 Johnson County youth.

Marillac**Request: \$35,000****Recommendation: \$33,396**

The DAC recommends that Marillac be awarded \$33,396 to provide substance abuse treatment and education/prevention services to children and adolescents ages 6-17 years who have emotional and behavioral disorders. Marillac is a Psychiatric Residential Treatment Facility (PRTF) and a psychiatric hospital. In 2013 Marillac expanded its substance abuse services to include out-patient therapy for youth with co-occurring disorders (substance use disorder and mental health disorder). The 2014 ATF recommendation includes support of substance abuse assessment and treatment services for all of Marillac's Johnson County clients who are in need of such services; and, education/prevention services for all Johnson County clients in Marillac's inpatient (PRTF/Hospital), day treatment (partial hospitalization), outpatient, and intensive out-patient programs. Marillac anticipates serving 96 Johnson County youth during 2014.

Mirror, Inc.**Request: \$177,626****Recommendation: \$90,000**

The DAC recommends that Mirror, Inc. be awarded \$90,000 in support of its residential treatment component for clients with co-occurring disorders (co-occurring disorder of substance use disorder and mental illness). Receiving ATF support for the first time in 2013, Mirror is a statewide organization which provides residential addiction services in three communities, and has provided substance abuse services in Johnson County for 15 years. Located in Shawnee, this program addresses the needs of clients who fall below 200 percent of poverty and cannot access services in a timely manner due to limited state block grant funding. Mirror is the only program located in Johnson County that serves this population. If ATF was awarded at the organization's full request, Mirror stated that during 2014, 48 Johnson County residents with co-occurring disorders would be served.

SAFEHOME**Request: \$23,261****Recommendation: \$21,578**

The DAC recommends SAFEHOME be awarded \$21,578 to continue its substance abuse assessment and referral program. This program includes an onsite substance abuse assessment of every new resident in this domestic violence shelter, an in-depth substance abuse interview when applicable, recommendations of intervention or treatment and help with connections to those services, and a weekly support group. The organization anticipates serving 104 Johnson County participants during 2014.

The Salvation Army - Harbor Light Village Recovery Programs**Request: \$119,460****Recommendation: \$15,500**

The DAC recommends the Salvation Army be awarded \$15,500 to support inpatient intermediate substance abuse services for Johnson County residents who receive services at the Harbor Light Village Recovery Program, a faith-based treatment program. Salvation Army treats those who are indigent and have few or no resources for to pay for treatment. The majority of clients at Harbor Light who receive intermediate treatment services have serious

physical health issues and/or a co-occurring psychiatric diagnosis. The 69-bed facility lacks funds for indigent clients' residential treatment services (limited to approximately 10 state funded beds and 10 Medicaid funded beds).

While the DAC acknowledges that this program helps to fulfill the need for residential substance abuse services, there is concern regarding the service delivery and operating capacity, as well as the relatively low number of Johnson County residents who receive services there. If ATF was awarded at the organization's full request, Salvation Army stated that during 2014, 33 Johnson County residents would be served through intermediate and reintegration services.

**2014 Alcohol Tax Fund
Participating Jurisdictions**

Jurisdictions	Contribution
Johnson County Government	\$100,679
City of Gardner	\$32,000
City of Leawood	\$200,000
City of Lenexa	\$127,100
City of Merriam	\$20,000
City of Mission	\$30,000
City of Olathe	\$175,000
City of Overland Park	\$800,000
City of Prairie Village	\$15,000
City of Shawnee	\$80,000
Total Alcohol Tax Fund	\$1,579,779

APPENDIX A
DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES

ATF Funding Priorities 2014, 2015, 2016

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

By legislative mandate, ATF dollars must be used to fund substance abuse prevention, intervention and/or treatment. For the purpose of this application, these services are *generally* defined as follows:

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

Overall priority is given to:

1. Programs that provide services to meet a defined community need (defined through indicator data, Communities That Care[®] survey results, and/or outcome measurements of implemented programming).
2. Programs that address barriers to services such as accessibility, language, culture, and homelessness.
3. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use.
4. Programs that utilize evidence-based programs or promising practices, such as Treatment Improvement Protocols (TIPS), and those that include quality assurance practices to maintain fidelity.
5. Programs that document the impact of their services through measurable outcomes, and that use outcome information to improve and/or enhance future service delivery.

Priority for Education and Prevention Programs include:

1. Strategies that focus on early adolescents in order to delay onset of first use of substances.
2. Programs that focus on youth binge drinking.
3. Programs that target use of gateway drugs and address new trends in drug use across all age groups.
4. Strategies and services that involve community and families /parents/guardians/significant others.
5. Programs that utilize *Risk and Protective Factors* strategies.

Priority for Treatment and Intervention Programs include:

1. Programs that offer affordable and accessible services to underserved individuals who are ineligible for, or have limited access to, Federal Block Grant subsidies, Medicaid, or private insurance to assist with substance abuse treatment costs.
2. Programs that include treatment strategies which have been proven effective in serving individuals with co-occurring substance use and mental health disorders.
3. Programs that involve families/parents/guardians/significant others in substance abuse treatment and aftercare.
4. Programs that collaborate with other organizations, the legal system, and/or community-based recovery services during and after treatment in order to sustain recovery and provide linkage to natural community supports.

Applications are evaluated according to these criteria:

- Community Need
 - How the program addresses a clearly-stated community need, or opportunity to address a community need.
 - Does the program coordinate with other community services to maximize the impact of available resources and meet needs of population?
 - How the program benefits local jurisdictions.
 - The purpose of proposed program or services is consistent with ATF funding priorities.
- Responsiveness of Proposed Program Activities: A detailed description of program activities proposed for funding, including a clear exposition of:
 - the targeted population, strategies for reaching the target population, and access to services (e.g. are barriers to activities/services reduced or eliminated). If applying for substance abuse prevention and education programming for youth, how program addresses Communities That Care® (CTC) risk and protective factors of target population.
 - services/activities that are responsive to needs of population.
 - the evidence base for the effectiveness of the prevention or treatment program or services with the targeted population.
 - the ability to accommodate for cultural differences within the population.
- Measurable Outcomes
 - The program includes clear and measurable outcomes, and includes a plan for related data collection in order to evaluate success in achieving those outcomes. Outcome data reflecting on abstinence, housing, employment, criminal activity, access to and/or retention in services are strongly preferred.
 - The program demonstrates clear linkage between program activities and outcomes.
 - The program provides reasonable evidence of the achievement of previously identified outcome(s).
 - Reasonable levels of service are provided for resources expended.

- Organizational Capacity and Funding
 - The organization is stable (financial position, legal issues, etc.)
 - The program has attracted sufficient community resources from public, private, and volunteer sources, to produce proposed outcomes.
 - The program budget is realistic and reasonable in light of the proposed activities.
 - The application demonstrates that ATF funding is critical to achieving the stated outcomes.
 - The application and program comply with grant conditions.
- Qualifications, Licensing and Accreditation
 - If applicable, the agency is licensed/accredited.
 - Employees are qualified to provide services (accredited/licensed, if applicable).

APPENDIX B

2013 DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY

*Lee Jost, Chair, Pastor, Christ the Servant Evangelical Covenant Church, Johnson County Board of County Commissioners Representative, **
*Roxann Kerr Lindsey, Vice-Chair, CBIZ, Grant Review Sub-committee Chair**
*Marcy Knight, Secretary, Attorney, City of Shawnee Representative**
*Mary Moss, Immediate Past-Chair, Overland Park Court Services, City of Overland Park Rep.**
*Jeanna Allen, Choices, LLC**
*Wendy Biggs, M.D., University of Kansas Medical Center **
*Lt. Michael Daniels, Merriam Police Department, City of Merriam Representative**
*John Elder, Olathe Prosecutor's Office, City of Olathe Representative **
*Ryan Erker, Erker Law, Grant Review Sub-committee Chair**
*Jennifer Granger, Kansas Bureau of Investigation**
*Risé Haneberg, Johnson County Government * ♦*
Joe Karlin, Rochdale Group, Lenexa City Council Member, City of Lenexa Representative
*Sgt. Lee Krout, Gardner Police Department, City of Gardner Representative**
*Cathy Lawless, Community Volunteer, City of Leawood Representative**
*Captain Rick Newson, Johnson County Sheriff's Office **
*Marie Ramirez, Blue Cross Blue Shield of Kansas City, City of Prairie Village Representative **
*Debbie Rulo, Johnson County Community College**
*Samantha Shannon, Office of Johnson County District Attorney **
Heather Smith, Olathe School District ♦*
*Sally Williams, Shawnee Mission Medical Center **
*Jennifer Wilson, Community Volunteer, City of Mission Representative**

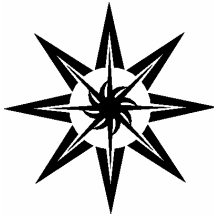
* Denotes Grant Review Committee member

♦ Denotes Non-Voting Ex-Officio member

Staff Support:
Marya Schott, UCS Community Initiatives Director

UCS administration	\$854
Shawnee Mission School District	\$556
Cypress Recovery, Inc./Preferred Family Healthcare	\$983
Friends of Recovery	\$321
The Family Conservancy	\$362
Heartland Regional Alcohol & Drug Assessment Center	\$1,251
Gillis Center (Intensive Family Counseling)	\$588
Jo. Co. Mental Health Center Adolescent Center for Treatment	\$2,347
Johnson County Mental Health Center Adult Detoxification Unit	\$2,871
Johnson County Mental Health Center Adult Dual Diagnosis	\$802
Johnson County Mental Health Center Regional Prevention Center	\$1,040
Johnson County Court Services	\$678
Marillac	\$357
First Call	\$225
SAFEHOME	\$231
Salvation Army - Harbor Light	\$166
KidsTLC	\$406
Mirror, Inc.	\$962
Total	\$15,000

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



ADMINISTRATION DEPARTMENT

Council Meeting Date: November 18, 2013

CONSENT AGENDA: Consider the 2014 contribution allocation recommended by United Community Services for Human Service Fund grants in 2014

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2014 Human Service Fund Recommendation Report and a contribution to UCS of \$6,825 from the 2014 Parks & Community Programs Budget.

BACKGROUND

For the past several years, the City has contributed to the United Community Services (UCS) Human Service Fund. This fund helps support local non-profit agencies. The 2014 budget has designated \$6,825 for this contribution. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. Information about the agencies they interviewed and the UCS funding recommendation is attached.

If approved, the City's contribution to UCS will be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2014 Human Service Fund Recommendation Report.

FUNDING SOURCE

\$6,825 is budgeted for 2014.
01-06-41-6034-025

ATTACHMENTS

2014 Human Service Fund Recommendation Report

PREPARED BY

Jeanne Koontz
Deputy City Clerk/Public Information Officer
November 12, 2013



United Community Services of Johnson County

2014 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Jill Quigley, President
Dr. Curtis Cain
Doug Davidson
Mary D. Estrada
Penny Postoak Ferguson
Carol Gonzales
Michael D. Hockley
Thomas Roblnett, Jr.
Anita Roman-Garcia
Matthew Scholfield
Henry Sewing
Hon. Ron Shaffer
Paul Sneider
Rebecca Tilden
Rev. David Whetter
Eugene R. Wilson
Marc S. Wilson

Council of Advisors

Gary Anderson
Mary Birch
Dick Bond
Dr. Terry Calaway
Dr. Robert Clark
Ben Craig
Hon. Peggy Dunn
Hon. Ed Ellerf
Jeffrey O. Ellis
SuEllen Fried
Terrie Huntington
Betsy Kelm
Audrey Langworthy
Rabbi Mark Levin
Dr. Janis McMillen
Carol Sader
Brad Stratton
Charlie Sunderland
Dr. Elaine Tatham
Stephen Tatum
Dr. Tom Trigg
David Wam
Ron Wimmer
Hannes Zacharias

Executive Director
Karen Wulfkuhle

Human service programs are a vital component of quality of life. United Community Services (UCS) commends the leadership of the participating jurisdictions for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund in 2014.**

The Human Service Fund offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies to support programs that accomplish one or more of the following:

- Meet the basic needs of low-income individuals and/or families through services such as emergency aid, shelter, and food;
- Provide work supports such as job training and childcare assistance to individuals so that they may achieve economic self-reliance;
- Provide access to health care for those who otherwise lack access;
- Prevent and respond to personal safety through prevention services targeted to those at-risk of child abuse and/or family violence, and aid for victims of child abuse and/or family violence.

Through these programs, thousands of individuals and their families benefit. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living and weakened economic health of our entire community.

Your contribution makes a positive difference for the 13 programs recommended for 2014 Human Service Fund grants. 2014 is the second year of a three-year HSF funding cycle. No new applications were accepted for consideration in 2014, and jurisdictions were not asked for an increase in their support, although the City of Overland Park increased its contribution by \$10,000. Together, Johnson County Government and 14 cities committed \$288,960 for program allocations. (See appendix A.) **Funding recommendations are submitted to cities and County Government for review and action by January 8, 2014.**

2014 Human Service Fund Recommendations

Applicant	2011 Grant	2012 Grant**	2013 Grant	2014 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$15,000	\$18,000	\$20,000	\$20,000	Court-ordered intervention by trained volunteers for children determined by judge to be "Child in Need of Care" due to abuse or neglect. Volunteers focus on the child and submit reports to judge.
Catholic Charities of NE Kansas	\$67,500	\$67,500	\$67,500	\$67,500	Emergency assistance and case management to meet basic needs of low-income families and help them work towards self-sufficiency.
El Centro	\$16,500	\$17,500	\$17,400	\$17,400	Provides safety net services for low-income, under-uninsured individuals and families, including emergency assistance (utilities) and assistance with access to healthcare.
The Family Conservancy	\$10,000	\$8,500	\$5,000	\$5,000	Individual Development Accounts (IDAs) (incentive-based savings) and financial education program that assist low-income residents in acquiring long-term appreciable assets.
Harvesters	No request	No Request	\$5,000	\$7,500	BackSnack program provides a backpack of food for low-income school children to take home over the weekend.
Head Start of Shawnee Mission	\$7,500	\$8,500	\$8,500	\$8,500	Human Service Fund scholarships for child care fees for Head Start families during financial hardship, which allows low-income parents to maintain either full-time education or employment.
Health Partnership Clinic	\$35,000	\$38,000	\$40,500	\$45,300	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Johnson County Interfaith Hospitality Network (IHN)	\$7,125	\$9,000	\$9,000	\$9,000	Case management for homeless single females and homeless families with children who receive shelter, meals, and transportation assistance from IHN.
Kansas Children's Service League	\$6,000	\$7,000	\$7,000	\$7,000	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC (formerly TLC for Children & Families)*	\$17,500	\$15,500	\$15,400	\$15,400	Street Outreach Services Program serves runaway and homeless youth, with goal of getting them safe housing. Addresses youths' immediate needs; related services and case management available.
SAFEHOME	\$11,000	\$14,000	\$15,000	\$18,000	Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter and for women in agency's outreach programs.
Salvation Army Family Lodge (Olathe)	\$15,000	\$15,000	\$15,000	\$15,000	Emergency and transitional housing for homeless and near homeless families in Johnson County, including related services and case management.
Sunflower House	\$31,500	\$32,500	\$32,500	\$32,500	Personal safety and prevention programs for children aged 4-7 years old, middle school students, and parents. Mandated reporter training is also provided.
Total Allocated	\$239,625	\$256,500	\$257,800	\$268,100	The 2013 federal poverty level for a family of three is \$19,530.

* Prior to 2012, KidsTLC received funding for Family Case Management. From January, 2012 to July, 2013 HSF supported KidsTLC Resource Family Services Program. Effective in July 2013, HSF supports KidsTLC Street Outreach Services program.

**2012 Marillac funded (\$5,000) for psychiatric hospital treatment of uninsured or underinsured children in crisis. Funding was not requested in following years.

2014 Human Service Fund Recommendations Report

CASA of Johnson and Wyandotte Counties

\$20,000
Recommendation

Funding is recommended for the Children in Need of Care (CINC) program, a court-ordered program that serves children the judge has determined to be a "Child in Need of Care." CASA is court-ordered to a CINC case because of conflicting case information, extreme neglect or abuse, or concerns about implementation of services. A trained CASA volunteer advocate focuses on the child's situation and gathers information from the child, family, social worker, attorney, and teacher, then with the CASA supervisor, identifies needed assessments or treatment for the child. CASA's report is submitted to the judge who uses it to make more informed decisions regarding the child's future.

Outcomes Projected: Program outcomes include children who do not experience additional abuse or neglect, have a stable adult presence in their lives, and remain in safe and permanent homes. CASA anticipates serving 370 Johnson County children during 2014.

Catholic Charities of Northeast Kansas

\$67,500
Recommendation

Funding is recommended for the Emergency Assistance and Transitional Housing program which operates out of two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, child care, and transportation. Strengths-based case management helps families identify the strengths they possess and set achievable goals with an action plan toward economic stability.

Outcomes Projected: During 2014 the agency anticipates serving 23,000 Johnson County residents with assistance that includes financial support to maintain housing and utilities, and with direct food assistance.

El Centro, Inc.

\$17,400
Recommendation

Funding is recommended for El Centro's Family Service Center – Comprehensive Safety Net Services - which serves low-income, under-/uninsured Johnson County individuals and families. Services include emergency assistance (utility and housing assistance, domestic violence counseling), asset building (tax assistance, financial literacy education), and help accessing health services (health care case management and patient navigation, translation and interpretation).

Outcomes Projected: The agency expects to serve 1,190 Johnson County residents during 2014. Program outcomes include that clients' basic needs are met and healthcare access is improved.

**The Family
Conservancy**

\$5,000

Recommendation

Funding is recommended for Family Asset Building which provides Individual Development Accounts (IDAs) to assist low-income residents in acquiring long-term appreciable assets, such as first homes, small businesses and post-secondary education. IDAs are matched savings accounts. In order to access IDAs, participants must attend economic education classes which teach financial skills including how to improve credit.

Outcomes Projected: IDAs and the assets they help to produce increase family stability, have a positive effect on educational outcomes for children, and decrease the use of fringe financial institutions. During 2014 the agency expects to serve 58 Johnson County residents (adults and children).

Harvesters

\$7,500

Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools. Through this program a backpack filled with food is provided to low-income children who take it home for the weekend, when school meals are not available. Harvesters purchases food for the backpacks and links schools to a community partner, and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. Currently Harvesters collaborates with 50 schools and 24 community partners in Johnson County.

Outcomes Projected: In 2014 the agency plans to serve 2,790 Johnson County children and distribute 92,070 backpacks. Outcomes include positive effects on children's grades, behavior and health.

**Head Start of
Shawnee Mission**

\$8,500

Recommendation

Funding is recommended for Head Start of Shawnee Mission's Wrap Around Care program which serves children of low-income families who are either working or in school. Wrap Around Care provides extended day care (before and after hour care) for families in the preschool program. Human Service Fund scholarships pay Wrap Around Care fees for enrolled families having financial difficulties.

Outcomes Projected: Children maintain enrollment in the program while parents continue to work or go to school, which results in stability and continuity of care for the child when the family faces financial hardship. Children will show gains in 8 developmental domains: literacy, science, social skills, language, math, creative arts, emotional skills, and physical and mental health. Head Start projects serving 134 Johnson County children during 2014 with the Wrap Around Care program.

<p>Health Partnership Clinic of Johnson County</p> <p>\$45,300 Recommendation</p>	<p>Funding is recommended for healthcare and dental services which are provided at Health Partnership Clinic's offices in Olathe and Overland Park for uninsured and underserved low-income residents, including patients who receive Medicaid, Medicare and Healthwave. Approximately 60 volunteer doctors, dentists, specialists, nurses and clerical staff work with 40 paid staff. Health Partnership Clinic utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases.</p> <p>Outcomes Projected: Anticipated program outcomes include increased access to a medical and dental home for low-income uninsured residents, patients achieve better health outcomes, and patients utilize the Health Partnership Clinic as their ongoing source of care (i.e. a medical home). During 2014 HPC anticipates serving 8,961 Johnson County residents through 27,600 patient visits or encounters.</p>
<p>Johnson County Interfaith Hospitality Network (JoCoIHN)</p> <p>\$9,000 Recommendation</p>	<p>JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting and money management, and assistance with job and housing searches. JoCoIHN partners with 33 faith congregations.</p> <p>Outcomes Projected: During 2014 the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Those completing the program will increase their economic resources and many will move into homes of their own upon program completion.</p>
<p>Kansas Children's Service League</p> <p>\$7,000 Recommendation</p>	<p>Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for child abuse and neglect. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services.</p> <p>Outcomes Projected: Outcomes include families who do not have any substantiated child abuse and neglect, children who have health insurance, and children who are current on immunizations and have a developmental screen in the last six months (or are already receiving services for developmental delays). The program expects to serve 58 families (approximately 174 individuals) during 2014.</p>

KidsTLC
\$15,400
Recommendation

Funding is recommended for KidsTLC Street Outreach Program (SOS) which serves runaway and homeless youth between the ages of 12-21. The overarching goal of the program is to get homeless and runaway youth into safe and stable housing. In addition, the young peoples' immediate needs for food and hygiene items are met; youth are educated about sexual abuse, sexual exploitation and domestic violence; and, case management services are available.

Outcomes Projected: During 2014 the organization estimates serving 61 Johnson County youth through this program. Placing youth in shelter or housing is the outcome.

SAFEHOME
\$18,000
Recommendation

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

Outcomes Projected: Program participant outcomes include securing employment, enrolling in job training or education programs, and achieving budgeting/credit goals. The agency projects this program will serve 100 Johnson County residents during 2014.

The Salvation Army Olathe
\$15,000
Recommendation

Funding is recommended to assist homeless families in Johnson County with temporary food and shelter at the Johnson County Family Lodge (a homeless shelter) in Olathe. Families are given a private room for the duration of their stay which averages 90 days. Residents meet weekly with a case manager who utilizes the Strengths Based Case Management model, keep a budget, and work on debt recovery and completing a GED, if needed. Services offered at the Lodge include a financial literacy class, Love and Logic (parenting class), and therapy provided by a volunteer licensed therapist.

Outcomes Projected: In addition to providing safe shelter, outcomes include that families identify stabilization barriers and then address those barriers by implementing new life skills, complete debt reduction plans prior to leaving the Lodge, and develop a plan for support systems upon leaving shelter. The Family Lodge anticipates serving 175 Johnson County residents during 2014, an increase from previous years due to opening a new facility in October 2013.

Sunflower House
\$32,500
Recommendation

Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *P.S. Happy Bear*, an interactive play for children ages four through seven enrolled in public and private early childhood centers and elementary schools; 2) *P.S. It's My Body* delivered in elementary schools, which includes lessons on personal safety, self-esteem, bullying, sexual abuse and communication skills; 3) *Lets' Cyber-Chat*, an internet safety program about online dangers that is delivered to upper-elementary and middle-school students and to parents; and 4) Mandated Reporter training for early childhood professionals, home visitors, court-appointed advocates and others

Outcomes Projected: Children are knowledgeable of strategies to recognize, resist and report abuse, youth increase their knowledge of online safety, caregivers more closely monitor internet activities of children and use online safety tools, and mandated reporters report any suspicion of abuse to authorities. The agency anticipates reaching 15,000 Johnson County residents during 2014.

APPENDIX A**2014 HUMAN SERVICE FUND
PARTICIPATING JURISDICTIONS**

JURISDICTION	CONTRIBUTION
Johnson County	\$110,250
De Soto	\$1,665
Edgerton	\$1,500
Gardner	\$4,500
Leawood	\$10,500
Lenexa	\$15,400
Merriam	\$2,250
Mission	\$6,395
Olathe	\$36,000
Overland Park	\$68,830
Prairie Village	\$6,825
Roeland Park	\$3,530
Shawnee	\$19,610
Spring Hill	\$1,495
Westwood Hills	<u>\$210</u>
Total 2014 from County Government & Cities	\$288,960
2013 Westwood*	\$1,140
Total Human Service Fund	<u>\$290,100</u>
UCS Administration	\$22,000
Total Available to Allocate	\$268,100

*Westwood's allocation was pending at time of 2013 recommendations; dollars will be expending in 2014.

APPENDIX B

2014 HUMAN SERVICE FUND GUIDELINES & REVIEW COMMITTEE

The HSF provides grants to nonprofit agencies to support human service safety net programs that serve Johnson County residents. Due to the size of the fund, not all elements of the safety net are included in the Program Area Priorities. Components of the safety net that are supported by the HSF are basic need aid, work and income supports, health care, and personal safety.

2014 FUNDING PRIORITIES

Programs funded by the HSF offer county-wide benefit by avoiding, deferring, or preventing costs that otherwise might be incurred by local government, or that fill a gap which results in county-wide benefit. Priority is given to programs with limited opportunities to access funds directly from state or federal government, including through contractual arrangements. Funded programs must deliver measureable outcomes which benefit county residents and, in the long-term, benefit local governments.

Program Area Priorities:

- Meeting the basic needs of low-income individuals/families. Services may include emergency aid, short and long-term housing/shelter, and food/nutrition.
- Providing help to achieve economic self-reliance through income and work supports. Services may include job training, employment services, and child care assistance.
- Providing access to health care for those who otherwise lack access. Health care may include primary care for acute and chronic conditions.
- Preventing and responding to personal safety. Services may include prevention targeted to those at-risk of child abuse and/or family violence, and aid for victims of child abuse and/or family violence.

2014 ELIGIBILITY CRITERIA

Applicants for HSF must meet all of the following eligibility criteria:

- Current §501(c)(3) designation and in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Applicant receives a 2013 Human Service Fund grant (no new applicants).
- Agency must provide an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year.
- The program serves primarily Johnson County, Kansas residents, targeting those with limited ability to purchase services. Programs that do not meet these criteria may still be eligible if they provide services to Johnson County residents that would otherwise not be available to them.
- The program clearly defines and measures outcomes for participants.
- The program clearly articulates long-term benefit to local governments.
- The applicant complies with UCS Human Service Fund Agency Standards.

- Applicants must affirm that the agency does not discriminate on the basis of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, mental health disability or national origin.

2014 GRANT REVIEW COMMITTEE

UCS Board Members

- Rebecca Tilden, Community Volunteer, *Committee Chair*
- Anita Roman-Garcia, Reser Fine Foods
- Michael Hockley, Spencer Fane Britt & Browne LLP
- Henry Sewing II, AbbVie Pharmaceutical, Inc.
- Rev. David Whetter, Salem Lutheran Church

Community Representatives

- Jennifer Bruning, Overland Park Chamber of Commerce
- Thomas Wertz, Community Volunteer

Staff support: Marya Schott, UCS Community Initiatives Director



POLICE DEPARTMENT

Council Committee Meeting Date: November 18, 2013

CONSENT AGENDA: PAINTING INTERIOR OF POLICE DEPARTMENT

RECOMMENDATION

Staff recommends painting the interior of the Police Department, as well as making minor cosmetic changes to the chair rail and existing wall coverings.

Staff received three bids from local painters.

Northeast Painting Associates	\$39,080
Ace Painting	\$37,958
Platinum Painting	\$37,260

Staff is recommending Platinum Painting.

COUNCIL ACTION REQUESTED ON NOVEMBER 18, 2013

BACKGROUND

The Prairie Village Police Department moved into their current facility in 1996. Since this time, the interior of the building has been painted one time. The painting project will begin in 2013 and end in 2014; therefore, funding can be covered by both year's budgets.

This purchase was previously approved by the City Council as part of the 2013-14 Public Safety Budget.

FUNDING SOURCE	2013	01-02-20-6033-157	\$30,000
	2014	01-02-20-6033-157	\$10,000

PREPARED BY

Capt. Wes Lovett
Patrol Commander
Date: November 5, 2013

Platinum Painting Inc.
816.668.3206

Bid for interior services for the Prairie Village Police Department Offices

Includes:

Painting men's and woman's locker rooms.
Painting mechanical room or evidence room.

Painting services also include the following areas:

Main entrance vestibule and lower level vestibule.
Lobby ceilings and walls (Includes repairs).
All common area walls to paint.
All hall areas to paint.
All interior offices to paint.
All metal door frames and doors to paint.

We will install a painted "Chair rail" trim piece over the existing metal break in all hallways.

The vinyl wall systems in bathrooms as well as the system below the metal break in hallways will have a tinted bonding primer applied before painting. Chiefs office will have paper removed, repairs made and painted.

Prices include all labor, materials and applicable sales tax.

\$37,260.00

Thank you for your time and consideration.
Charles Gates



PARKS & RECREATION

Parks & Recreation Committee Date: November 13, 2013

City Council Date: November 18, 2013

2014 Recreation Fee Schedule

RECOMMENDATION

Recommend approval of the 2014 Recreation Fee Schedule.

BACKGROUND

Per Council direction, staff annually reviews recreation fees to ensure they keep pace with any operational increases. In 2013, most of the recreational fees were raised approximately 2.5% to keep pace with increasing salaries and operational costs. 2013 was the first year to offer the “babysitter” membership, and the daily admission rates were raised for the first time in 6 years. Tennis fees were increased 4.8% to bring team revenues more in line with expenditures.

For 2014 staff recommends the following increases:

- A 2.8% increase to resident memberships and 2.7% increase to non-resident memberships to keep up with 2.5% salary increases and increased operational costs.
- A 1.8% increase in Aquatic Team fees to keep up with salary and operational cost increases. Additionally, enrollment is trending upwards.
- A 2.0% increase in tennis fees. The 4.8% increase in 2013 helped close the gap between revenues and expenditures; the 2.0% increase in fees will continue to keep revenues and expenditures in line.
- Increase pool rental from \$300 to \$308, a 2.7% increase, for the same reasons stated above.

FINANCIAL IMPACT

The average General Fund subsidy for the last two years is approximately \$92,000. This does not include personnel costs for Public Works or the debt service for the FY2000 Bonds used to upgrade the pool. All things held equal and using 2013 numbers, pool membership revenues would increase by \$4,500, aquatics by \$450 and tennis by \$250. Total projected increase approximately \$5,200.

ATTACHMENTS

Recommended 2014 Recreation Fee Schedule

PREPARED BY

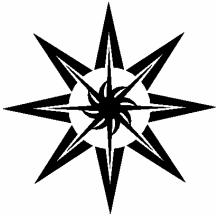
Danielle Dulin

Assistant to the City Administrator

Date: 11/14/13

**2014
Recommended
Fee**

	2013	2014 Recommended Fee
RESIDENT		
Household of 4	\$157	\$161
Two Person Family	\$147	\$151
Individual	\$76	\$78
Senior	\$59	\$61
Babysitter	\$60	\$62
10 Swim	\$55	\$57
NON-RESIDENT		
Household of 4	\$262	\$269
Individual	\$159	\$163
Senior	\$108	\$111
Child	\$108	\$111
Babysitter	\$65	\$67
10 Swim	\$60	\$62
AQUATICS		
Resident	\$99	\$100
additional child	\$93	\$95
NR w/o membership	\$142	\$146
NR w/membership	\$99	\$102
Lessons (.5 hr)	\$36	\$36
TENNIS		
JTL	\$100	\$100
additional child	\$90	\$95
Warm-Up Session	\$52	\$52
Cardio Tennis	\$69	\$69
Pee-Wee	\$43	\$45
Mighty Mites	\$57	\$59
Future Stars	\$57	\$59
Adult Lessons	\$69	\$69
Private (.5 hr)	\$24	\$25
Semi-Private (.5 hr)	\$16	\$16
Three & a Pro (hour)	\$18	\$18
POOL RENTAL		
	\$ 300	\$308
DAILY		
	\$ 7.00	\$7.00
TWILIGHT (> 5:30p)		
	\$ 5.00	\$5.00
DAYCARE		
	\$ 5.00	\$5



COUNCIL COMMITTEE

Council Committee Meeting Date: November 18, 2013

Consent Agenda: Consider approving amendments to the Council Policy 055 - Investment Policy for City Retirement Funds.

SUGGESTED MOTION

Move that the Committee approve the amendments to the Council Policy 055 - Investment Policy for City Retirement Funds.

BACKGROUND

The Police Pension Plan investment consultant, Lana Maudlin of UMB Bank, has reviewed Council Policy 055 - Investment Policy for City Retirement Funds and has recommended changes. The proposed changes are not to set the floor, but to help decrease risk.

ATTACHMENTS

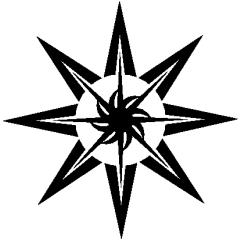
- Proposed Investment Policy Changes
-

Prepared By:

Nicholas Sanders, PHR, IPMA-CP

Human Resources Manager

Date: November 11, 2013



City Council Policy: CP055 - Investment Policy for City Retirement Funds

Effective Date: March 22, 2010, revised 4/18/13

Approved By: Governing Body

I. PURPOSE

A. OVERSIGHT OF PLAN'S INVESTMENTS

The Trustees have the responsibility, among others, to manage the investment of the Plan's assets. The purpose of this Policy is to formalize the Trustees' guidelines and objectives related to the investment of the Plan's assets, including the standards for selecting and monitoring the Plan's investments, and the persons or entities (if any) to whom the authority and responsibility for management of those investments is delegated by the Trustees. This Policy presents the Trustees' general investment philosophy and identifies specific guidelines and objectives related to investment return and risk with respect to management of the Plan's assets. The Trustees will use these guidelines and objectives to monitor, evaluate and make decisions about the suitability (and continued suitability) of the Plan's investments, and the management of those investments, in light of the Plan's contribution source, accrued benefit liabilities, benefit payment stream, and other relevant factors.

B. THE PLAN'S CONTRIBUTION SOURCE, BENEFIT LIABILITIES AND BENEFIT PAYMENTS

Contributions to the Plan are made by the employees as a condition of participation and by the City based on amount determined by the Plan's actuaries to adequately fund the Plan. Thus, the funding of the Plan depends on some of the following factors:

- a) the number of persons employed, during any period of time;
- b) the salary of the covered employees during such period of time;
- c) the amount of time the employees work for the City; and
- d) the performance of the investments of the Plan's assets.

The contribution rate is determined upon consideration of many factors, including but not necessarily limited to, the Plan's benefit accrual formula, the projected benefit accruals under the Plan, benefit payment obligations, and performance of the Plan's investments over extended time horizons.

Benefits are paid by the Plan upon a distributable event, such as death, disability or retirement of a covered employee. Benefits obligations may be paid monthly to eligible retirees and beneficiaries.

C. REVIEW AND MODIFICATION OF THIS INVESTMENT POLICY STATEMENT

The investment objectives and standards set forth in this Policy will be reviewed by the Trustees annually, or more frequently as needed to ensure it remains prudent and consistent with the best interests of the Plan's participants. This Policy may be amended or modified by the Trustees at any time.

II. POLICY

A. This document, as amended from time to time, will serve as the Investment Policy Statement (Policy) for the City of Prairie Village Police Pension Plan (Plan), a defined benefit pension plan qualified under Section 401(a) of the Internal Revenue Code. The City of Prairie Village (City) established the plan to provide retirement benefits to employees (and their beneficiaries) in accordance with the Plan document.

B. INVESTMENT GUIDELINES

1. GENERAL FIDUCIARY OBLIGATION

In establishing, monitoring and modifying this Policy, and in complying with the guidelines and standards established in this Statement, the Trustees will at all times act prudently, and exclusively in the best interests of the Plan's participants and beneficiaries. "Prudence" means the care, skill and diligence under the circumstances then prevailing that a prudent person acting in a similar capacity and

familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustees will diversify the investments of the Plan's assets so as to minimize the risk of large losses, unless under the circumstances then prevailing, it is clearly prudent not to do so.

2. LONG TERM RISK AND REWARD

This Policy reflects consideration of the long-term funding requirements of the Plan. The Trustees recognize that expectations for the returns to be earned on the different classes of Plan assets in the future may not be realized. However, the expectations reflected in this Statement are considered by the Trustees to be reasonable, given the historical experience covering long-term periods and the belief that the capital markets will remain viable. Long-term is defined as over 10 years. If the assumptions are not realized, the Trustees recognize that a substantial shortfall of actual investment returns from those expected could require increased contributions or a reduction in future benefit accruals, or other Plan modifications.

3. PRESERVATION OF ASSETS AND PURCHASING POWER

The fundamental objectives of the Plan's investments are to preserve capital, to avoid a diminution in the purchasing power of the Plan's assets (relative to inflation), and to assure satisfaction of the Plan's long-term liquidity needs. The Trustees believe it is appropriate for the Plan to assume a moderate degree of investment risk, with diversification of Plan assets among different classes of investments as a means of reducing risk. The Plan can and will tolerate some variability in market value and rates of return in order to achieve a greater long-term rate of return.

While neither the City nor the Trustees guarantee the continued viability of existence of the Plan, they hope and intend to continue the Plan indefinitely. Consequently, the Trustees endorse a long-term approach to managing the investment portfolio, but believe this should not be viewed as justification for exposing the portfolio to levels of volatility that might adversely affect the value of the Plan's assets.

The Trustees believe that the level of risk assumed in the fund is a function, in large part, of the fund's risk posture as stated above. The proportion of assets allocated to equity investments is the most important determinant of volatility of future returns. As indicated by long-term historical data, the risk of equity ownership has been rewarded with a higher rate of return.

4. SELECTION OF INVESTMENT MANAGERS

The Trustees desire to retain an Investment Manager (Manager) to assist them in their responsibility to manage the Plan's assets. The Manager will construct and manage investment portfolios within the guidelines of this Policy. The manager will select specific securities, buy and sell such securities, and modify the asset allocation within the guidelines in this Policy. The Policy is intended to allow enough flexibility for the Manager to respond to changing economic conditions and securities markets.

In selecting a Manager the following criteria will be taken into account:

- Investment returns
- Risk assessments
- Background of people
- Philosophy of Manager
- Process of investment decisions
- Diversification of portfolio
- Management fees
- Use of cash
- Portfolio turnover
- Quality of manager reports and communications
- Comparison of Manager's return and risk to appropriate market indices and universes
- Compliance with regulatory agencies

Managers will be required to specifically assume fiduciary liability for investment results. Any manager may be replaced at any time by the Trustees. The Manager is required to acknowledge the guidelines and objectives stated in this Policy and agrees to manage Plan assets in accordance with this Policy.

CP055 - Investment Policy for City Retirement Funds

5. PORTFOLIO RESTRICTIONS AND DIVERSIFICATION

Each asset class will be invested in a portfolio of marketable securities. Private placements, restricted or letter stock, and other non-marketable securities are not permissible. Investment in the following types of marketable securities is not permissible: financial futures, derivatives (except mortgaged backed securities used in a conservative manner), options, warrants, and commodities except for gold.

The Manager may choose to invest in publicly traded mutual funds and/or commingled trust funds. Mutual funds are expected to exhibit long-term performance that is competitive relative to the peer group and an appropriate market benchmark. Expense ratios within any mutual fund or commingled trust should be at or below the category average. Assets within the mutual fund or commingled trust should be at least \$50 million.

The Manager may not engage in the following types of transactions: short sales or any other marginable transactions, option writing, hedging strategies, or any other transaction that unduly increases risk in the portfolio.

The diversification of equity and fixed income securities held in each portfolio among sectors, industry groups and issuers is the responsibility of the Manager. The Manager is expected to diversify the portfolio sufficiently to minimize the risk of a large loss from a single security.

C. ASSET ALLOCATION

The Trustees will select the appropriate asset classes. In selecting the asset classes, the Trustees will choose asset classes reasonably designed to further the purposes of the Plan, taking into account:

1. The risk of loss and opportunity for gain associated with the asset classes, both objectively and in light of the acceptable risk permitted by this Policy, taking into account the correlation of the various asset classes and the time horizon over which the Plan is likely to have assets invested in the asset classes;
2. The composition of the available asset classes with regard to the Plan's opportunity to meet its objectives without exceeding the risk tolerance permitted by this Policy;
3. The composition of the available asset classes with regard to the Plan's opportunity to achieve diversification of its investment portfolio;
4. The liquidity and current return which with respect to the asset classes, relative to the specific cash flow requirements of the Plan; and
5. The projected return available with respect to the asset classes, relative to the funding objectives of the Plan.

The target asset allocation and asset classes to be used in the Plan are shown below. All percentages are based on market values of the entire portfolio.

Asset Class	Target Percentage of Total Portfolio	Minimum Percentage of Total Portfolio	Maximum Percentage of Total Portfolio
Large Cap Domestic Equity	25	20	40
Mid Cap Domestic Equity	10	0	15
Small Cap Domestic Equity	10	0	15
International Equity	15	0	20
Fixed Income	35	25	45
Other	5	0	10
Cash	0	0	10

Based on asset allocation studies using long-term historical returns from the various capital markets, the Trustees believe there is a reasonable likelihood the Plan will meet the overall investment objectives using the above asset allocation.

CP055 - Investment Policy for City Retirement Funds

The Trustees may add, delete, or change asset classes (and may change the percentages assigned to each asset class) at any time, in their discretion. In some cases the Trustees may satisfy asset classes by using pooled funds. Where pooled funds are used, they should substantially comply with this policy.

D. STANDARDS OF INVESTMENT PERFORMANCE

1. ACTUARIAL OBJECTIVES

The Plan's investment objective is to realize an investment return that, at a minimum, equals the Plan's actuarial interest assumption on an ongoing basis.

2. INFLATION OBJECTIVES

As inflation is a serious deterrent to providing meaningful benefits to covered employees and their beneficiaries in the future, the Trustees maintain a relative objective to keep the investment performance of the Plan's assets in perspective. This relative objective is an annual rate of return, net of fees, equal to the annual rate of inflation plus five percent (5%). The Consumer Price Index (CPI) will be used as an index to measure inflation.

3. MARKET RELATED OBJECTIVES

The Plan's investment objectives should be pursued as long-term goals designed to maximize return while reducing exposure to undue risk as set out in this Policy. All returns will be measured in terms of total return based on market value. Total returns will be defined as all income paid or accrued plus realized and unrealized capital gains and losses. The Plan's custodian is responsible for preparing the statement used for performance monitoring.

4. OVERALL INVESTMENT PERFORMANCE STANDARD

The market objective for measurement of the Plan's overall investment performance is a weighted blended index return consisting of: the Standard and Poor's 500 Equity Index, the Russell Mid Cap, the Russell 2000, the MSCI EAFE International Equity Index, the Barclays Capital Intermediate Government/Corporate Fixed Income Index, and the 90 day Treasury Bill. Risk will be measured by variability of returns (standard deviation). Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The total fund should exceed the returns of a comparable universe of balanced funds with similar objectives, net of investment management fees, with less risk.

5. DOMESTIC EQUITY PERFORMANCE STANDARDS

The purpose of Domestic Equity investments is to provide maximum total return while not exceeding the risk levels stated in this Policy.

The market objective for the Domestic Equity portion of the portfolio is to exceed the return of the Standard & Poor's 500 Equity Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), net of investment management fees. Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of Domestic Equity funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable domestic equity securities traded on any of the major U.S. exchanges or through NASDAQ. Securities for this portfolio may include common stocks, preferred stocks, convertible securities and publicly traded mutual funds or commingled trust funds.
- b.) Securities with a market capitalization of less than \$500 million at the time of purchase will not be used. Preference should be given to high quality equity securities.
- c.) Diversification must be maintained at all times. No single equity position shall exceed 10% of the market value of the Domestic Equity portfolio. No single industry (as defined by Standard & Poor's industry groups) shall exceed 20% of the market value of the Domestic Equity portfolio.
- d.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy.
- e.) The Manager should stay fully invested in Domestic Equity securities

CP055 - Investment Policy for City Retirement Funds

6. INTERNATIONAL EQUITY PERFORMANCE STANDARDS RELATIVE TO MARKET

The purpose of international equity investments is to diversify the overall equity position in the portfolio to protect assets and reduce risk.

The market objective for the International Equity portion of the portfolio is to exceed the return of the EAFE International Equity Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), net of investment management fees.

Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of international equity pooled funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable international securities traded on any of the major international exchanges. Securities for this portfolio may include common stocks, preferred stocks and convertible securities.
- b.) Securities with a market capitalization of less than \$500 million at the time of purchase will not be used. Preference should be given to high quality equity securities.
- c.) Diversification must be maintained at all times. No single equity position shall exceed 10% of the market value of the International Equity portfolio. No single industry shall exceed 20% of the market value of the International Equity portfolio. The Manager should also be diversified in at least three capital markets whose assets and currencies are not closely correlated to each other.
- d.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy.
- e.) The Manager may use discretion regarding hedging currencies where they may be fluctuating adversely relative to the dollar.
- f.) The Manager should stay fully invested in International Equity securities.

7. DOMESTIC FIXED INCOME PERFORMANCE STANDARDS RELATIVE TO MARKET

The primary purpose of fixed income investments is to provide total return while not exceeding the risk levels stated in this policy. The secondary purpose is to generate income and reduce volatility in the entire portfolio.

The market objective for the fixed income portion of the Plan is to exceed the return of the Barclays Capital Intermediate Government/Corporate Fixed Income Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), net of investment management fees. Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of domestic fixed income funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable Domestic Fixed Income securities. Securities for this portfolio may include corporate bonds, government & agency bonds, Treasury Inflation-Protected Securities (TIPS), mutual funds, or exchange traded funds (ETFs).
- b.) Fixed income investments should stress high quality with overall portfolio quality rated A or better. Corporate debt securities will be of investment grade or better. Any investments that do not maintain a minimum investment grade credit rating of BBB from Standard & Poor's or Baa from Moody's Investment Services may be retained in the portfolio at the discretion of the Manager, but only after a serious review of the risks involved.
- c.) Diversification must be maintained at all times. The Manager may not invest more than 10% of the market value of fixed income portion in any obligation of a single issuer, with the exception of the U.S. Government and its agencies.
- d.) The portfolio duration will not vary from the duration of the benchmark by plus or minus 20%.

CP055 - Investment Policy for City Retirement Funds

- e.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy. The allocation between corporate and government bonds is in the discretion of the Manager.
- f.) The Manager should stay fully invested in Domestic Fixed Income securities. Cash positions in excess of 5% are not permitted.

E. RESPONSIBILITIES OF THE INVESTMENT MANAGER

1. FIDUCIARY LIABILITY

The Manager acknowledges that investment decisions will be made in the sole interest and for the exclusive purpose of providing benefits to participants. All assets must be invested with the care, skill and diligence that a prudent person familiar with such matters acting in a like capacity would use in a similar enterprise. The Manager will assume the responsibility for investment performance and comply with all fiduciary requirements required by law. All investments will be made within the guidelines of quality, marketability and diversification mandated by any controlling statutes. The Manager is granted full discretion to manage the investment portfolio within the constraints and guidelines of this Policy. The Manager will acknowledge and accept this fiduciary responsibility by executing this document. The Manager shall comply with the fiduciary responsibility standards and requirements of the Employee Retirement Income Security Act (ERISA) of 1974, as amended, and rules and regulations thereunto.

2. REPORTING

The Manager shall report investment results to the Trustees in writing on at least a semi-annual basis. The Trustees should also be informed of any significant changes in the ownership, affiliation, organizational structure, financial condition, or professional personnel staffing of the investment management organization. The Manager will inform the Trustees regarding all significant matters pertaining to the investment of the assets. The Trustees should be kept apprised of major changes in investment strategy, portfolio structure, market value of the assets, and other matters affecting the investment of the assets.

3. TRADING AND BROKERAGE

Trading activity is in the discretion of the Manager. The Manager is free to execute trades whenever it is in the best interest of the Fund. There are no specific restrictions on portfolio turnover. However, the Trustees anticipate that better long-term investment performance will result from investment strategies, not trading strategies. The Manager will have the discretion to execute transactions with brokerage firms of his or her choosing. This selection should be based on the quality of executions rendered, the financial health of the brokerage firm, the general business integrity of the firm, commission costs, and the firm's overall efficiency in transacting business. It is further acknowledged that commission dollars are a Fund asset and should not be used for purposes other than that which directly benefits plan participants. The Manager will report to the Trustees on the total commissions paid, commission rates charged, and the brokerage firms used by the Manager.

4. USE OF CASH

If cash is used by the Manager, it should be invested in instruments that will achieve the highest return which does not impair the principal of the Fund, while maintaining liquidity at all times. All such assets must represent maturities of one year or less at the time of purchase. Cash investments can be made in money market mutual funds, bank short-term U.S. Government and agency obligations, government insured deposits, time deposits, certificates of deposit, A1/P1 commercial paper, collateralized agreements, bankers acceptances, and the like.

5. PROXY VOTING

The Manager for equities is required to vote all proxies in the best interest of plan participants by maximizing the value of the securities in the portfolio. The Manager shall maintain proper files documenting the decisions made on each proxy. The Manager's proxy voting procedure and proxy voting record will be reviewed by the Trustees on a regular basis. The Manager will have complete discretion with respect to the voting of the proxies.

F. MONITORING OF INVESTMENT PERFORMANCE

1. SEMI-ANNUAL REPORT

CP055 - Investment Policy for City Retirement Funds

No less frequently than semi-annually, the Trustees will review the continued suitability of the asset classes, and the overall performance of the investment funds. As part of this review process, the Trustees will prepare or cause to be prepared a Performance Monitoring Report, which shall review the performance of the investment vehicles in light of the criteria set out in this Policy. The purpose of this report is to satisfy Trustees' obligation to continually perform due diligence on the Plan's investments. Cash equivalents used in reserve to pay benefits and expenses of the Plan will not be part of the performance monitoring process.

2. CHANGES IN INVESTMENT MANAGER

The Trustees will also review the suitability of an investment manager upon a change in the portfolio manager or a perceived or announced change in investment style or objectives, of which the Trustees are aware. The Trustees have the right to eliminate and, as appropriate, replace any manager that ceases to be suitable based upon the criteria set out in this Policy. The Trustees may add additional investment managers, as they deem appropriate in their discretion.

In the event the Trustees determine that an investment manager is no longer suitable, the Trustees shall select another manager within the same asset class, and direct that amounts then invested in the unsuitable manager be transferred to the new manager for management.

G. CUSTODIAN

All assets will be held at M&I Trust Company as the custodian in the name of the City of Prairie Village Police Pension. The Custodian will regularly summarize these holdings for the Trustees' review. The Custodian will allocate funds to the Manager at the direction of the Trustees. All indicia of ownership of any assets of the Plan shall be maintained within the jurisdiction of the courts of the United States.

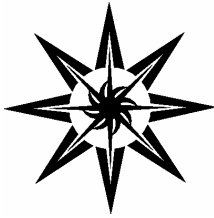
The Trustees hereby adopt this Investment Policy Statement for the City of Prairie Village Police Pension Plan this ____ day of _____ 2013. This Policy supersedes any previous Investment Policy Statement.

Authorized Signature

Date

Authorized Signature

Date



POLICE PENSION PLAN

City Council Meeting Date: November 18, 2013

CONSENT AGENDA: Consider approving restatement of the City's Police Pension Plan.

SUGGESTED MOTION

Move that the Committee approve the restatement of the City's Police Pension Plan.

BACKGROUND

The Internal Revenue Service requires that Plans, such as the City's Police Pension Plan ("Plan"), submit for review on a periodic basis. As part of that submission, the Plan must be restated to include all amendments that have been approved by the Governing Body along with any other necessary items and general revisions.

As part of this restatement, the Board recommends a change to the disability provisions of the Plan. The current definition of disability is as follows:

A condition arising while employed that affects the participant during the 1st two years after the condition arises, renders the participant unable to perform duties of the occupation in which he was engaged at the time of his disability, and the participant is unable to perform the duties of any gainful occupation for which he is reasonably suited by education, training, and experience, except for the purpose of rehabilitation not incompatible with a finding of total and permanent disability.

The Board recommends that the definition of disability be updated to a condition that must still arise while employed, must still affect the participant within the 1st two years it arises, but must render the participant unable to perform the duties of a commissioned police officer.

Additionally, the Plan currently requires that the participant's insured disability benefits have ceased before a disability pension could begin under the Plan. The Board recommends that it be changed so that a disability pension will begin six months from the occurrence of the disabling condition.

These changes will take effect on January 1, 2014.

ATTACHMENTS

- Summary of Changes in Police Pension Plan Restatement
- Redlined Police Pension Plan document

Prepared By:

Nicholas Sanders, PHR, IPMA-CP

Human Resources Manager

Date: November 11, 2013

Summary of Changes in Plan Restatement

Incorporate prior amendments, which have been already been approved by the Pension Board, the City and the Internal Revenue Service

Elimination of waiting period for participation, so participation begins on date of hire (prior to 2011, it was 1 month)

Required law changes applicable to military leave of absence

Required law changes regarding limitation on benefits

Required law changes regarding qualified domestic relations orders

Required law changes regarding non-spousal rollovers

Permissible law change allowing in-service distributions to pay retiree medical insurance premiums

Disability Pension (change effective as of January 1, 2014)

Old definition of Disability: condition arising while employed that affects the participant during the 1st two years after the condition arises, renders the participant unable to perform duties of the occupation in which he was engaged at the time of his disability, and the participant is unable to perform the duties of any gainful occupation for which he is reasonably suited by education, training, and experience, except for the purpose of rehabilitation not incompatible with a finding of total and permanent disability.

New definition of Disability: condition must still arise while employed, must still affect the participant within the 1st two years it arises, but must render the participant unable to perform the duties of a commissioned police officer.

The Plan used to require that the participant's insured disability benefits have ceased before a disability pension could begin under this Plan. This has been changed, so that a disability pension will begin 6 months from the occurrence of the disabling condition.

Reflect change of trustee: now, BMO Harris Bank

"Clean up" some of the old language that no is longer applicable

Old cash value (life insurance) from 1972 can be distributed in a lump sum (only 1 participant) no longer in an appendix

Minor corrections

**AMENDED AND RESTATED
PRAIRIE VILLAGE, KANSAS
POLICE DEPARTMENT
RETIREMENT PLAN**

TABLE OF CONTENTS

ARTICLE/TITLE	PAGE
ARTICLE I	DEFINITIONS.....1
ARTICLE II	EMPLOYEE PARTICIPANTS9
ARTICLE III	CONTRIBUTIONS TO THE TRUST.....10
ARTICLE IV	NORMAL RETIREMENT BENEFITS12
ARTICLE V	DISABILITY PENSION 15 <u>14</u>
ARTICLE VI	RIGHTS TO BENEFITS UPON TERMINATION OF EMPLOYMENT BEFORE RETIREMENT 17 <u>16</u>
ARTICLE VII	DEATH BENEFITS..... 19 <u>18</u>
ARTICLE VIII	CODE SECTION 415 REQUIREMENTS..... 21 <u>20</u>
ARTICLE IX	PAYMENT OF ACCRUED BENEFIT – OPTIONAL FORMS OF PAYMENT 22 <u>21</u>
ARTICLE X	MISCELLANEOUS PROVISIONS AFFECTING THE PAYMENT OF BENEFITS.....28
ARTICLE XI	OTHER PROVISIONS AFFECTING BENEFITS30
ARTICLE XII	EMPLOYER ADMINISTRATIVE PROVISIONS32
ARTICLE XIII	PARTICIPANT ADMINISTRATIVE PROVISIONS.....33
ARTICLE XIV	BOARD OF TRUSTEES – DUTIES WITH RESPECT TO PARTICIPANTS’ ACCRUED BENEFITS.....36
ARTICLE XV	TRUSTEE, POWERS AND DUTIES39
ARTICLE XVI	INVESTMENT IN INSURANCE OR ANNUITY CONTRACTS45
ARTICLE XVII	MISCELLANEOUS47
ARTICLE XVIII	EXCLUSIVE BENEFIT, AMENDMENT, TERMINATION.....49
	EXECUTION BY EMPLOYER.....51
	CONSENT BY TRUSTEE.....52
APPENDIX A	CASH VALUES53

**AMENDED AND RESTATED
PRAIRIE VILLAGE, KANSAS
POLICE DEPARTMENT
RETIREMENT PLAN**

The City of Prairie Village, Kansas, a municipal corporation organized under the laws of the State of Kansas, hereby adopts this restatement of its Police Department Retirement Plan. The Plan is established and maintained for certain employees of the City of Prairie Village, Kansas, and, in accordance with the requirements described in Code Section 414(d), is a governmental plan intended to comply with Code Section 401(a) by meeting such requirements.

The City of Prairie Village continues its Plan for the administration and distribution of contributions made by the Employer for the purpose of providing retirement benefits for eligible Employees. This Plan is an amended Plan, in restated form, the original plan being established on September 7, 1966 (the "Prior Plan"). ~~The general effective date of the amended Plan is January 1, 2006.~~ The purpose of this Plan continues to be to provide for the retirement of Employees of the City who become Participants of the Plan, benefits for Totally and Permanently Disabled Participants, and Death Benefits for beneficiaries of deceased Participants, but limited to those who qualify in accordance with the terms and conditions hereinafter set forth.

Except as otherwise provided herein, the general effective date of this amended and restated Plan is January 1, 2014. The direct rollover provisions of Section 9.07 are effective for distributions commencing on or after January 1, 1993. The required beginning date provisions of Section 9.05 are effective with respect to Participants who attain age 70½ in a Plan Year commencing on or after the Plan Year in which this restatement is adopted January 1, 2007. Prior to the change to Section 9.05, the required beginning date for all Participants who attained age 70½ on or after January 1, 1989, was the April 1 following the year in which they attained age 70½ (except for Participants who made a valid and timely TEFRA Section 242(b) election.

ARTICLE I

DEFINITIONS

1.01 "Accumulated Contributions Benefit" as of any date on or prior to a Participant's Normal Retirement Date means the actuarial equivalent of the Participant's Contribution Benefit expressed as monthly retirement income payable at his Normal Retirement Date.

1.02 "Accrued Benefit" as of any date shall mean the benefit earned as of that date. The Participant's Accrued Benefit shall be calculated in accordance with Section 1.02 (A) (if applicable) and/or Section 1.02 (B) (if applicable) and, if more than one section is applicable, shall be determined in accordance with the section providing benefits having the greatest Actuarial Value:

- (A) The Participant's projected Monthly Retirement Income at his Normal Retirement Date shall be calculated pursuant to Article IV on the basis of the following assumptions: (i) that the Participant's Average Monthly Compensation at the date of calculation would have been his Average Monthly Compensation at his Normal Retirement Date; (ii) that his Credited Service would have continued uninterrupted until his Normal Retirement Date; (iii) that the Social Security Law in effect at date of calculation would remain unchanged until his Normal Retirement Date; and (iv) that, for purposes of calculating primary Social Security benefits, his rate of basic compensation at date of calculation would remain constant until his Normal Retirement Date, subject to the maximum recognizable earnings under the then effective Social Security Law.

This amount so determined shall be multiplied by a fraction not greater than 1, the numerator of which shall be the Participant's Credited Service as of the calculation date and the denominator of which shall be the Credited Service the Participant would have accumulated had he continued until his Normal Retirement Date, without interruption of his Service.

- (B) If the Participant was a Participant in the Prior Plan as of October 31, 1975, the Monthly Retirement Income shall be equal to the Monthly Income the Participant would have received at his Normal Retirement Date under the terms of the Prior Plan if such Prior Plan had remained in effect until such date. The Participant's projected Monthly Retirement Income at his Normal Retirement Date shall be calculated assuming that the Participant's Average Monthly Earnings at date of calculation would have been his Average Monthly Earnings at his Normal Retirement Date.

1.03 Actuarial Definitions.

- (A) "Actuarial Equivalent" means a benefit of equal value computed by using the 1984 Unisex Mortality Tables and interest per annum according to the interest rate on 30-Year U.S. Treasury securities as specified by the Commissioner for the

month of November preceding the Plan Year (the "stability period"), for purposes of determining the present value of a lump sum distribution on plan termination.

"Actuarial Equivalent" for conversion of one form of monthly benefit to another means a benefit of equal value computed by using the 1984 Unisex Mortality Tables with 6% interest.

(B) "Present Value" means the single sum Actuarial Equivalent of the Participant's Accrued Benefit.

(C) "Actuary" means an enrolled actuary selected by the Board of Trustees to provide actuarial services for the Plan.

1.04 "Anniversary Date" is January 1 of the Plan Year.

1.05 "Attained Age" shall mean, unless clearly indicated to the contrary, the age of an Employee or Participant as of his last birthday.

1.06 "Average Monthly Compensation" for Plan Years ~~prior to January 1, 1991, shall mean the highest average of monthly compensation (as defined in this Article) as determined on any five (5) consecutive Anniversary Dates during which the Employee was a Participant. If a Participant has fewer than five (5) Anniversary Dates of continuous employment, "Average Monthly Compensation" shall be the average of Monthly Compensation for all Anniversary Dates of continuous employment.~~ Average Monthly Compensation for Plan Years beginning January 1, 1991 through on or after January 1, 1994 shall mean the highest average of Monthly Compensation (as defined in this Article) as determined on any three (3) consecutive Anniversary Dates during which the Employee was a Participant. If a Participant has fewer than three (3) Anniversary Dates of continuous employment, "Average Monthly Compensation" shall be the average of Monthly Compensation for all Anniversary Dates of continuous employment. "Average Monthly Compensation" for Plan Years beginning during the period beginning on January 1, 1991 and ending on December 31, 1993, shall mean the highest average of Monthly Compensation (as defined in this Article) as determined on any four (4) consecutive Anniversary Dates during which the Employee was a Participant. If a Participant has fewer than four (4) Anniversary Dates of continuous employment, "Average Monthly Compensation" shall be the average of Monthly Compensation for all Anniversary Dates of continuous employment. "Average Monthly Compensation" for Plan Years beginning prior to January 1, ~~1994-1991~~, shall mean the highest average of ~~Monthly Compensation~~ monthly compensation (as defined in this Article) as determined on any ~~three (3)~~ five (5) consecutive Anniversary Dates during which the Employee was a Participant. If a Participant has fewer than ~~three (3)~~ five (5) Anniversary Dates of continuous employment, "Average Monthly Compensation" shall be the average of Monthly Compensation for all Anniversary Dates of continuous employment.

1.07 "Beneficiary" is a person or persons designated by a Participant or by the Plan who is or may become entitled to a death benefit under the Plan. Beneficiary designations shall be in accordance with the provisions at Article XIII of this Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Trustee has

fully distributed his benefit to him. A Beneficiary's right to (and the Plan Administrator's, the Board of Trustees' or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until he first becomes entitled to receive a benefit under the Plan.

~~1.08 "Cash Value" or "Cash Values" applicable to all Participants who were or became Participants in the Prior Plan as of November 1, 1972, shall mean the cash value (as of November 1, 1975) of all individual life insurance or annuity contracts held under the Prior Plan as of November 1, 1975, to provide benefits for that Participant. Any such amount is conclusively indicated in Appendix A to this Plan.~~

~~1.09~~1.08 "Code" means the Internal Revenue Code of 1986, as amended.

~~1.10~~1.09 "Compensation." Any reference in this Plan to Compensation is a reference to the definition in this Section ~~1.10~~1.09, unless the Plan reference specifies a modification to this definition. The Board of Trustees will take into account only Compensation actually paid for the relevant period.

(A) General Definition of Compensation. All wages, salaries and other amounts received (whether or not paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the plan, but only to the extent includible in gross income and excluding compensation for overtime. This definition of Compensation does not include:

- (1) Employer contributions to a plan of deferred compensation to the extent the contributions are not included in the gross income of the Employee for the taxable year in which contributed, and any distributions from a plan of deferred compensation, regardless of whether such amounts are includible in the gross income of the Employee when distributed.
- (2) Other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that premiums are not includible in the gross income of the Employee), or contributions made by an Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Code section 403 (b) (whether or not the contributions are excludable from the gross income of the Employee) and Employee Contributions "picked up" by a governmental entity and pursuant to section 414(b)(2), treated as Employer Contributions.

For Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined in Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

(B) Limitations on Compensation.

- (1) Compensation Dollar Limitation. The annual Compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. Annual Compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

For any Plan Year beginning after December 31, 1988, and before January 1, 1994, the Board of Trustees must take into account only the first \$200,000 (or beginning January 1, 1990, such larger amount as the Commissioner of Internal Revenue may prescribe) of any Participant Compensation. For any Plan Year beginning after December 31, 1993, and before January 1, 2002, the Board of Trustees must take into account only the first \$150,000 (as indexed for inflation) of any Participant's Compensation. This Compensation limitation also applies to any 12-month period for which the Plan measures a Participant's Compensation and on a prorated basis to any measuring period less than 12 months.

- (2) Family Aggregation. For Plan Years beginning after December 31, 1988, and before January 1, 1997, the Compensation dollar limitation applies to the combined Compensation of the Employee and of any family member aggregated with the Employee and who is either (i) the Employee's spouse; or (ii) the Employee's lineal descendant under the age of 19. If, for a Plan Year, the combined Compensation of the Employee and such family members who are Participants entitled to accrue benefits for that Plan Year exceeds the Compensation dollar limitation, "Compensation" for each such Participant, for benefit accrual purposes, means his Adjusted Compensation. Adjusted Compensation is the amount which bears the same ratio to the Compensation dollar limitation as the affected Participant's Compensation (without regard to the limitation) bears to the combined Compensation of all the affected Participants in the family unit. If the Plan uses permitted disparity, the Board of Trustees must determine the integration level of each affected family member Participant prior to the proration of the Compensation dollar limitation, but the combined integration level of the affected Participants may not exceed the Compensation dollar limitation. The combined Excess Compensation of the affected Participants in the family unit may not exceed the Compensation dollar limitation minus the affected Participants' combined integration level (as determined under the preceding sentence). If the

combined Excess Compensation exceeds this limitation, the Board of Trustees will prorate the Excess Compensation limitation among the affected Participants in the family unit in proportion to each such individual's Adjusted Compensation minus his integration level. The adjustment required by this paragraph (2) will not apply for any Plan Year in which the family aggregation rule is not applicable.

~~1.11~~1.10 "Credited Service" shall mean the number of years and months for which a Participant is given credit in calculating his Monthly Retirement Income or Death Benefit. Credited Service shall be equal to Service (as defined in this Article I), but subject to the following:

- (A) For Future Service completed on or after January 1, 1976, an Employee shall be credited with 1/12th of a year of Service for all or a portion of each calendar month in which he or she is employed by the Employer as an Employee on or after his employment date and ending with his or her date of termination or other Separation from Service. Credited Service shall not include:
 - (i) Non-paid leaves of absence, other than as permitted at 1.28(A)(iii) and other than disability, duly granted by the Employer with all Employees and Participants under similar circumstances being treated alike;
 - (ii) Lay-off for lack of work or other cause continuing for a period of not more than one (1) year.
- (B) Any period of employment for which a lump sum settlement was made pursuant to Section 6.02 (A) shall be subtracted from his Credited Service under this Section.
- (C) Effective for Plan Years beginning on or after January 1, 2003, in no event will Credited Service exceed twenty-five (25) years. For Plan Years beginning on or after January 1, 1994, and before January 1, 2003, in no event will Credited Service exceed thirty (30) years. For Plan Years beginning prior to January 1, 1994, Credited Service shall not exceed twenty five (25) years.

~~1.12~~1.11 "Death Benefit" shall mean any benefit paid to a Beneficiary or Contingent Beneficiary or other person at the death of a Participant, as provided under the terms of the Plan.

~~1.13~~1.12 "Disability Retirement Date" shall mean the first day of the month coincident with or immediately following the date a Disabled Participant becomes eligible for immediate Disability Payments hereunder.

~~1.14~~1.13 "Disabled Participant" shall mean any Participant who is Totally and Permanently Disabled. The term "Disability Payment" shall mean Monthly Retirement Income due to a Disabled Participant.

~~1.15~~1.14 "Employee" means each Employee of the Employer certified to the retirement system as being a police officer whose employment for police purposes is not seasonal or temporary and who is assigned to or by the Police Department and engaged in the enforcement of law and maintenance of order.

~~1.16~~1.15 "Employer" means the City of Prairie Village, Kansas.

~~1.17~~1.16 "Highly Compensated Employee" means each Employee who, during the current Plan Year or the preceding Plan Year was a more than five percent (5%) owner (as defined in Code Section 416(i)(1)), or who had compensation (as defined in Code Section 415(c)(3)) in the preceding Plan Year in excess of \$80,000 or such adjusted threshold as may be prescribed by the Secretary of the Treasury pursuant to Section 414(q)(1) of the Code or regulations issued thereunder. A former Employee will be treated as a Highly Compensated Employee if he was a Highly Compensated Employee when he separated from service or if he was a Highly Compensated Employee at any time after attaining age 55.

~~1.18~~1.17 "Monthly Compensation" shall mean the Participant's regular basic monthly compensation (exclusive of all forms of extraordinary earnings such as overtime). Such rate shall be determined as of each Anniversary Date and shall remain in effect for all Plan purposes until the next Anniversary Date. If the Participant's compensation is computed on other than a monthly basis, the appropriate "Monthly Compensation" shall be determined by converting the method used to an annual rate of basic compensation as of the Effective Date or Anniversary Date and dividing by twelve (12). In the event of disability, the "Monthly Compensation" for the succeeding Plan Years shall be based on the regular basic monthly compensation (exclusive of all forms of extraordinary compensation such as overtime), in effect when the Participant last received compensation from the Employer.

~~1.19~~1.18 "Nonforfeitable" means a Participant's or Beneficiary's unconditional claim, legally enforceable against the Plan, to the Participant's Accrued Benefit.

~~1.20~~1.19 "Nontransferable Annuity" means an annuity which by its terms provides that it may not be sold, assigned, discounted, pledged as collateral for a loan or security for the performance of an obligation or for any purpose to any person other than the insurance company. If the Trustee distributes an annuity contract, the contract must be a Nontransferable Annuity.

~~1.21~~1.20 "Participant" is an Employee who is eligible to be and becomes a Participant in accordance with the provisions of Section 2.01.

~~1.22~~1.21 "Participant Contribution" means the amount a Participant is required to contribute to the Plan pursuant to Section 3.05 in order to be eligible to Participant in Plan benefits.

~~1.23~~1.22 "Participant Contribution Benefit" means the total of a Participant's Contributions.

~~1.24~~1.23 "Plan" means the retirement plan established and continued by the Employer in the form of this Agreement, designated as the Prairie Village, Kansas Police Department Retirement Plan.

~~1.25~~1.24 "Plan Administrator" is the Employer, unless the Employer designates another person to hold the position of Plan Administrator.

~~1.26~~1.25 "Plan Entry Date" means the date(s) specified in Section 2.01.

~~1.27~~1.26 "Plan Year" means the fiscal year of the Plan, a 12-consecutive-month period ending every December 31.

~~1.28~~1.27 "Service" as of any date shall be the sum of ~~past~~Past Service, if any, under Section ~~1.28(A)~~1.27(A) and ~~future~~Future Service under Section ~~1.28(B)~~1.27(B).

- (A) If the Participant was employed by the Employer on October 31, 1975, or was absent on that date due to a cause for which past Service was not broken, he shall receive credit for past Service. "~~Past Service~~" shall mean the number of full years and completed months of continuous employment by the Employer of a Participant or Employee from his most recent hiring date prior to January 1, 1976, until December 31, 1975. Past Service shall not be broken and shall be credited for absences due to: (i) vacation, holiday, disability, temporary sickness or injury; (ii) service in the armed forces of the United States or any of its allies during any war or state of emergency in which the United States shall be engaged, or in the armed forces of the United States while any form of law requiring compulsory military service shall be in effect and when such law shall be applicable to an Employee or Participant, provided that in either case the Employee or Participant shall have directly entered into such armed forces and shall not have reenlisted after the date of first entering, and shall have made application for employment within ninety (90) days after discharge or release from such armed forces or from hospitalization continuing for a period of not more than one (1) year after discharge or release from such armed forces; (iii) unpaid absence due to maternity or paternity leave, if such absence is due to the Participant's pregnancy, the birth of the Participant's child, the placement with the Participant of an adopted child, or the care of the Participant's child immediately following the child's birth or placement.

Past Service shall not be broken but shall not be credited for absences due to:

- (i) Non-paid leaves of absence, other than as permitted at 1.28(A)(iii) and other than disability, duly granted by the Employer with all Employees and Participants under similar circumstances being treated alike;
- (ii) Lay-off for lack of work or other cause continuing for a period of not more than one (1) year.

- (B) ~~“Future Service-”~~ shall be the total number of years and months of employment service completed by the Employee from the date of hire commencing on or after January 1, 1976, for or at the direction of the Employer. During absences for which credit is granted under Section ~~1.28(A)~~1.27(A), the Employee shall be conclusively deemed to be working the number of hours equal to his normal rate (excluding overtime).

In any event, the Plan shall at all times comply with the requirements of Section 414(u) of the Code.

~~1.29~~1.28 "Total and Permanent Disability" or "Totally and Permanently Disabled" shall mean:

- (A) A physical or mental condition arising after the original date of employment of the Participant which affects him ~~as follows: (i) during the first two (2) years after such condition arises~~ and the Participant is unable to perform the duties of ~~the occupation in which the Participant was engaged at the date of disability; and (ii) thereafter the Participant is unable to perform the duties of any gainful occupation for which he is reasonably suited by education, training and experience, except for the purpose of rehabilitation not incompatible with a finding of total and permanent disability~~a commissioned police officer.
- (B) The determination as to whether a Participant is totally and permanently disabled shall be made (i) on medical evidence by a licensed physician designated by the Board of Trustees; or (ii) on evidence that the Participant is eligible for disability benefits under any long-term disability plan sponsored by the Employer but administered by an independent third party; or (iii) on evidence that the Participant has qualified for disability benefits under the Social Security Act in effect at the date of disability.
- (C) Total and Permanent Disability shall exclude disabilities arising from: (i) chronic and excessive use of intoxicants, drugs or narcotics; (ii) a proven felonious act or enterprise on the part of the Participant; or (iii) military service when the Participant is eligible to receive a government-sponsored military disability pension.

~~1.30~~1.29 "Trust" means the separate Trust created under the Plan. "Trust Fund" means all property of every kind held or acquired by the Trustee under the Plan, including insurance contracts.

~~1.31~~1.30 "Trustee" means ~~Marshall & Hsley Trust Company~~BMO Harris Bank, N.A., or any successor in office who in writing accepts the position of Trustee.

~~1.32~~1.31 "Board of Trustees" means the Employer's Board to oversee the Plan as from time to time constituted as provided in Article XIV.

ARTICLE II

EMPLOYEE PARTICIPANTS

2.01 ELIGIBILITY. An Employee will become a Participant in the Plan as of the date of his or her employment with the Employer. A terminated Participant who later resumes his or her employment with the Employer shall again become a Participant as of the date of his or her re-employment with the Employer.

~~2.01 ELIGIBILITY. As of the Plan's original Effective Date, all Employees will become participants~~ Prior to January 1, 2011, Employees became Participants in the Plan on the first day of the month coincident with or immediately following the completion of one year of continuous employment. ~~A, and a~~ terminated Participant who later ~~resumes his~~ resumed employment with the Employer ~~shall become again became~~ a Participant on the first day of the month following the first anniversary of ~~the Employee's~~ his or her return to the status of an Employee ~~of the Employer.~~

2.02 PARTICIPATION. Upon becoming a Participant, a Participant shall be bound then and thereafter by the terms of this Plan and the Trust Agreement, including all amendments to the Plan and the Trust Agreement made in the manner herein authorized. Effective January 1, 1994, to be a Participant each Employee must agree to make mandatory Employee Contributions as described in Section 3.05. Such Employee Contributions shall be made in accordance with procedures established by the Employer and Administrator.

ARTICLE III

CONTRIBUTIONS TO THE TRUST

3.01 AMOUNT. Except as provided in this Plan for mandatory Employee contributions for Plan Years beginning on or after January 1, 1994, the Employer alone will make the contributions required to fund the cost of the benefits provided by this Plan. The Employer intends to make such contributions *as* are necessary to provide the benefits under the Plan, taking into consideration mandatory Employee Contributions.

The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. The Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution made by the Employer by mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution by mistake of fact.

Furthermore, the Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it.

3.02 DETERMINATION OF CONTRIBUTION. The Employer, from its records and the reports of the Actuary, will determine the amount of the contribution to be made by it to the Trust under the terms of the Plan. In this regard, the Employer may place full reliance upon all reports, opinions, tables, valuations, certificates and computations the Actuary furnishes the Employer.

3.03 TIME OF PAYMENT OF CONTRIBUTION. The Employer must make its contribution to the Trustee within the time prescribed by the Code or applicable Treasury regulations.

3.04 NONVESTED ACCRUED BENEFIT. The Trustee will retain in the Trust all amounts representing the nonvested Accrued Benefit of Participants who have terminated employment. The Employer will not use forfeited benefits to increase the benefits of other Participants but instead will use the amounts to reduce its contribution for future Plan Years.

3.05 MANDATORY PARTICIPANT CONTRIBUTIONS. The Plan requires Mandatory Participant Contributions of 4.0% of Compensation as a condition of obtaining benefits under the Plan attributable to Employer contributions effective for Plan Years beginning after December 31, 2002. The Plan required Mandatory Participant Contributions of 1.09% of Compensation for Plan Years beginning after December 31, 1993, and before January 1, 2003. Participant Contributions, although designated as such, shall be deducted from a Participant's Compensation and paid by the Employer to the Plan, and shall be considered "picked up" by the Employer pursuant to section 414(h) of the Code.

- (1) Mandatory Participant Contributions shall be credited to a Participant's Accumulated Contributions Benefit, which shall be fully vested and Nonforfeitable at all times.
- (2) Withdrawals from the Participant's Accumulated Contributions Benefit are not permitted prior to Termination of Employment.

3.06 PARTICIPANT ROLLOVER CONTRIBUTIONS. The Plan does not permit Participant rollover contributions.

ARTICLE IV

NORMAL RETIREMENT BENEFITS

4.01 NORMAL RETIREMENT AGE — NORMAL RETIREMENT DATE. An Employee attains Normal Retirement Age on the first day of the month coincident with or immediately following the earlier of (i) a Participant's sixty-fifth (65th) birthday if the Participant has a minimum of five (5) years of Participation in the Plan on that date; or (ii) the date the Participant has thirty (30) years of Credited Service. Effective January 1, 1994, the term "Normal Retirement Age" shall also mean the first day of the month coincident with or immediately following the earlier of (i) a Participant's fifty-fifth (55th) birthday if the Participant has a minimum of five (5) years of Participation in the Plan on that date; or (ii) the date the Participant has twenty (20) years of Credited Service. A Participant's Normal Retirement Date is the date he attains Normal Retirement Age. Each Participant who retires on or after attaining the Normal Retirement Date is eligible to receive a normal retirement pension.

4.02 RETIREMENT BENEFITS. When a Participant attains his Normal Retirement Age, he shall be entitled to retire and to receive a Monthly Retirement Income in an amount calculated by the Actuary and certified by the Trustee. The amount of a Participant's Monthly Retirement Income payable on his Normal Retirement Date shall be calculated pursuant to one of the following provisions of this Section 4.02, whichever provision is applicable, provided that if more than one section is applicable, a Participant's Monthly Retirement Income shall be determined in accordance with the Section providing benefits having the greatest Actuarial value:

- (1) With respect to Participants who retires on or after January 1, 2003, a Monthly Retirement Income equal to two and one-half percent (2½%) of the Participant's Average Monthly Compensation multiplied by his years of Credited Service (up to a maximum of twenty-five (25) years).

The following special rule for determining the Monthly Retirement Income will apply to Participants who have more than twenty-five (25) years of Credited Service as of January 1, 2003, and who retire on or after January 1, 2003. Each such Participant must make an irrevocable election before December 31, 2002, either –

- (a) To have his Monthly Retirement Income equal to sixty-two and one-half percent (62.5%) of his Average Monthly Compensation (determined as if January 1, 2002, were his last Anniversary Date), in which case no Mandatory Participant Contributions under Section 3.05 will be deducted from the Participant's Compensation after December 31, 2002; or
- (b) To have his Monthly Retirement Income determined under the first paragraph of this Paragraph (1), in which case his Mandatory Participant Contributions will continue in accordance with Section 3.05; provided,

however, that in no event will the Participant's Accrued Benefit be less than his Accrued Benefit as of December 31, 2002.

- (2) With respect to Participants who retire before January 1, 2003, a Monthly Retirement Income equal to two percent (2%) of the Participant's Average Monthly Compensation multiplied by his years of Credited Service (up to a maximum of thirty (30) years) [for Plan Years beginning before January 1, 1994, the maximum years of credited service shall be twenty-five (25) years] such Monthly Retirement Income reduced when the said Participant reaches Attained Age sixty five (65) by (i) times (ii), where (i) is the Participant's years of Credited Service (up to a maximum of thirty (30) years), and (ii) is two percent (2%) of the Social Security benefits to which the Participant is entitled at age sixty-five (65) (whether or not the Participant receives such Social Security benefits at age sixty-five (65)) under the Social Security law in effect at the earlier of his Normal Retirement Date and his date of severance for any reason. If a Participant severs employment with the Employer for any reason on or before his Normal Retirement Date, his projected Social Security benefits shall be calculated on the basis of the Social Security law in effect at his date of severance, and on the assumption that his Monthly Compensation as calculated on the Anniversary Date coincident with or, otherwise, immediately preceding his date of severance will remain consistent until he first becomes eligible for unreduced Social Security Old Age Benefits.
- (3) If the Participant was a Participant in the Prior Plan as of October 31, 1975, a Monthly Retirement Income equal to the monthly income the Participant would have received at his Normal Retirement Date under the terms of the Prior Plan if such Prior Plan had remained in effect until such date.

~~4.03 LATE RETIREMENT.~~

4.03 LATE RETIREMENT. Actuarial Adjustment for Delayed Commencement – Accrual of Benefits After Normal Retirement Age. A Participant may remain in employment beyond his Normal Retirement Date, in which event no Monthly Retirement Income shall be paid until the Participant's Late Retirement Date. A benefit commencing after Normal Retirement Age is the Actuarial Equivalent of the Participant's Accrued Benefit payable as of the later of Normal Retirement Age or the last day of the prior Plan Year. A Participant continues to accrue benefits after his Normal Retirement Age if the Participant's Accrued Benefit would increase because of allowable additional Service or Compensation. A Participant's Accrued Benefit as of the end of each Plan Year following his Normal Retirement Age is the greater of: (1) the normal retirement pension determined under the Plan, taking into account allowable Service and Compensation credited after Normal Retirement Age; or (2) the Accrued Benefit, determined as of the later of Normal Retirement Age or the end of the prior Plan Year, actuarial adjusted for late retirement. The additional accrual requirement of this paragraph applies to any Plan Year beginning after December 31, 1987. With respect to such Plan Years, the Board of Trustees must determine a Participant's Accrued Benefit with respect to Compensation and Service earned by the Participant since his Normal Retirement Age, even if earned for a Plan

Year beginning prior to January 1, 1988, except for Years prior to the Participant's initial date of participation in the Plan.

ARTICLE V

DISABILITY PENSION

5.01 ELIGIBILITY FOR DISABILITY PENSION. A Participant who, prior to satisfying the requirements for Monthly Retirement Income, is determined to be Totally and Permanently Disabled by the Board of Trustees is eligible to receive a disability pension.

5.02 AMOUNT OF DISABILITY PENSION. The Participant's disability pension shall be a reduced Monthly Retirement Income in an amount equal to the Participant's Accrued Benefit (including any Service and Credited Service as indicated in Section 5.03) as of the date the Disability Pension becomes payable reduced by one one-hundred-eightieth (1/180th) for each of the first sixty (60) months, one three-hundred-sixtieth (1/360th) for each of the next sixty (60) months and actuarially thereafter for each additional month, by which the commencement date of Disability Pension hereunder precedes the Participant's attainment of age fifty-five (55).

5.03 PAYMENT OF DISABILITY PENSION. A Disabled Participant's benefits hereunder shall be deferred until the ~~cessation of benefits under an insured disability program sponsored by the Employer~~ date that is six (6) months from the date of the event creating the disabling condition, and such period of deferral shall be included in both his Service and Credited Service for purposes of calculating his benefits hereunder, and his Monthly Compensation for such period shall be conclusively deemed to be equal to his Monthly Compensation as of the Anniversary Date coincident with or, otherwise, immediately following his date of disablement. Notwithstanding the above, if, during the period of deferral of Disability Payments hereunder, such Disabled Participant was not receiving Social Security disability benefits (except during the period such Participant's application for Social Security disability benefits was pending and during the waiting period required under the Social Security Act for disability benefits thereunder) such additional period shall not be included in his Continuous Service and Credited Service. Upon the cessation of benefits under an insured disability program sponsored by the Employer, the Disabled Participant shall be entitled to a reduced Monthly Retirement Income as calculated under Section 5.02.

5.04 RECOVERY FROM DISABILITY. If the Disabled Participant recovers prior to his Normal Retirement Date, his Disability Payments, if any, shall be immediately discontinued. If he returns to the employ of the Employer within a reasonable period of time (as determined conclusively by the Trustee under uniform standards consistently applied), he shall be given credit for prior Service and Credited Service, including his period of disablement. If he does not return to the Employer's employ within a reasonable period of time, he shall be deemed terminated as of his date of recovery, and the benefits, if any, to which he is entitled shall be calculated pursuant to Article VI based on his Attained Age, Service and Credited Service as of his date of recovery (including any service for which he is given credit under Section 5.03 above). In either event, the benefits, if any, which are eventually payable shall be reduced by the Actuarial Equivalent of the Disability Payments actually received hereunder, including any payments made under the Prior Plan.

5.05 CONTINUING EVIDENCE OF DISABILITY. The Board of Trustees may require a Participant to submit evidence of his continued eligibility for the disability pension at any time he is receiving the disability pension. The Board of Trustees may not require furnishing of such evidence more frequently than semi-annually. In the event that a disabled Participant refuses or fails to submit evidence of his continued disability when requested by the Board of Trustees, the Trustee, upon written notice from the Board of Trustees, will discontinue the disabled Participant's disability pension until the Participant does submit satisfactory evidence of his continued disability.

ARTICLE VI

RIGHTS TO BENEFITS UPON TERMINATION OF EMPLOYMENT BEFORE RETIREMENT

6.01 DEFERRED VESTED PENSION. A Participant who, prior to his Normal Retirement Date, terminates employment, either voluntarily or involuntarily, for any reason other than death, or eligibility for a disability pension, will receive a deferred vested pension equal to all or a portion of his Accrued Benefit according to the vesting schedule at Section 6.03.

6.02 AMOUNT OF DEFERRED VESTED PENSION.

- (A) In no event may the distribution of Deferred Vested Pension occur later than the 60th day following the close of the Plan Year in which the Participant attains Normal Retirement Age.
- (B) The Trustee will pay the deferred vested pension in the form elected by the Participant under the optional forms of benefits available under this Plan. Notwithstanding the above, if the Participant was or became a Participant in the Prior Plan as of November 1, 1972, in no event shall the Actuarial Value of benefits to which he is entitled be less than his Cash Values (as defined in Article I).
 - (1) If the terminated Participant was or became a Participant in the Prior Plan as of November 2, 1972, he may elect at any time within sixty (60) days of his termination under this Section 6.02 to withdraw in a lump sum his Cash Values (as defined in Article I). Such election shall be in writing on a form supplied by the Trustees and shall be irrevocable. In the event the said Participant receives benefits under this Section 6.02(B)(1), the benefits, if any, which are eventually payable under the terms of this Plan shall be reduced by the Actuarial Equivalent of the benefits received pursuant to this Section 6.02(B)(1).
 - (2) A terminated Participant may elect at any time within 60 days after his termination to withdraw in a lump sum his mandatory contributions credited to his accumulated contributions benefit (as defined in Article I). Such election shall be in writing on a form supplied by the Board of Trustees and shall be irrevocable. In the event the Participant receives benefits under this Section 6.02(B)(2), the benefits, if any, that are eventually payable under the terms of this Plan shall be reduced by the Actuarial Equivalent of the benefits received pursuant to this Section 6.02(B)(2).

6.03 VESTING SCHEDULE. A Participant's Accrued Benefit is 100% Nonforfeitable upon and after his attaining Normal Retirement Age (if employed on or after that date). A Participant's Accrued Benefit is also 100% Nonforfeitable if his employment terminates as a

result of death or eligibility for a disability pension. At any other time, for each Year of Service, a Participant's Nonforfeitable percentage of his Accrued Benefit equals the percentage in the following schedule:

Full Years of Service	Percentage of Accrued Benefits
Less than 5 years	0%
5 years, but less than 6	25%
6 years, but less than 7	30%
7 years, but less than 8	35%
8 years, but less than 9	40%
9 years, but less than 10	45%
10 years, but less than 11	50%
11 years, but less than 12	60%
12 years, but less than 13	70%
13 years, but less than 14	80%
14 years, but less than 15	90%
15 years or more	100%

6.04 YEAR OF SERVICE - VESTING. For purposes of vesting under Section 6.03, Year of Service means any Plan Year during which an Employee completes a total of 12-months of Service with the Employer.

ARTICLE VII

DEATH BENEFITS

7.01 PRE-RETIREMENT DEATH BENEFIT.

(A) Current Participant. If a Participant currently in the employ of the Employer dies prior to commencement of a Monthly Retirement Income or disability pension, his Beneficiary will receive, in lieu of any Monthly Retirement Income or disability pension, a Death Benefit equal to in the difference between the present value of the Participant's Nonforfeitable Accrued Benefit and any amount the Participant's beneficiary otherwise receives from any life insurance benefits provided by the Employer for or on behalf of any eligible Employee under this Plan).

The Trustee will make payments, or commence payment, of the deceased Participant's Death Benefit in accordance with Article IX.

(B) Former Participant. If a Participant not currently in the employ of the Employer (due to termination of employment for any reason other than normal retirement or disability) dies prior to commencement of his deferred vested pension his Beneficiary shall receive, in lieu of any monthly retirement income or disability pension, a Death Benefit as follows:

- (1) If the said terminated Participant dies within thirty-one (31) days of his date of termination, the Death Benefit shall be the difference between the present value of the Participant's Nonforfeitable Accrued Benefit and any amount the Participant's beneficiary otherwise receives from any life insurance benefits provided by the Employer for or on behalf of any eligible Employee under this Plan).
- (2) If the said terminated Participant does not die within thirty-one (31) days from his date of termination, and does not receive a lump sum payment of his deferred vested pension under Section 6.02(A), the Death Benefit shall be equal to whichever is applicable of (1) the present value of the Participant's nonforfeitable accrued benefit, or (2) the amount in his segregated account pursuant to Section 6.02 (B) (2) as of his date of death.

7.02 POST RETIREMENT DEATH BENEFIT. When a retired Participant who is receiving Monthly Retirement Income under this Plan shall die, his Beneficiary shall be entitled only to any benefits due under the form of payment elected by the Participant pursuant to the terms at Article IX. Should the period of guaranteed payments be exhausted at the death of the retired Participant, no Death Benefits shall be payable.

7.03 DEATH OF DISABLED PARTICIPANT.

(A) If a Disabled Participant whose benefits are being deferred should die, his Beneficiary will receive, in lieu of any Monthly Retirement Income or Disability Pension, a Death Benefit equal to the difference between the present value of the

Participant's Nonforfeitable Accrued Benefit and any amount the Participant's beneficiary receives from any life insurance benefits provided by the Employer for or on behalf of any eligible Employee under this Plan).

- (B) When a Disabled Participant who is receiving benefits hereunder shall die, his Beneficiary shall be entitled to any benefits due under the basic or elected alternate form of payment of his Monthly Retirement Income. Should the period of guaranteed payments be exhausted at the death of the Disabled Participant, no Death Benefits shall be payable. If a Death Benefit is payable, the Trustees may, in their discretion, elect to pay the Beneficiary the Actuarial Value of the outstanding benefits in a single sum.

7.04 HEART ACT PROVISIONS. In the case of a death or disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), his or her Beneficiaries shall be entitled to any additional benefits (other than, except as described in Section 1.27, benefit accruals relating to the period of the Participant's qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

ARTICLE VIII

CODE SECTION 415 REQUIREMENTS

8.01 LIMITATION ON ANNUAL BENEFIT. The applicable provisions of Section 415 of the Code, and regulations thereunder, are hereby incorporated herein by reference. Effective for any Plan Year beginning after July 1, 2007, with respect to any Participant who has had a severance from employment with the Employer, the “Defined Benefit Compensation Limitation” specified in Code Section 415(b)(1)(A) shall be automatically adjusted under Code Section 415(d), and the “Defined Benefit Dollar Limitation” specified in Code Section 415(b)(1)(B) shall not be automatically adjusted under Code Section 415(d).

ARTICLE IX

PAYMENT OF ACCRUED BENEFIT - OPTIONAL FORMS OF PAYMENT

9.01 FORM OF BENEFIT. Subject to the requirements of Section 9.02, the Board of Trustees will direct the Trustee to pay a Participant his Nonforfeitable Accrued Benefit in a form permitted under Section ~~9.05~~9.03. Annuity payments will continue until the last scheduled payment date of his survivor's death.

(A) Consent. A Participant must consent, in writing, to any distribution described in this Article IX. Furthermore, the Participant's spouse also must consent, in writing, to any distribution for which Section 9.02 requires the spouse's consent.

(B) Annuity Starting Date/Distribution Date. The Term "annuity starting date" means the first day of the first period for which the Plan pays an amount as an annuity or in any other form. A distribution date is the date as of which the Plan requires distribution or as of which a Participant (or Beneficiary) may elect to commence distribution. A Participant's or Beneficiary's distribution will commence on an applicable distribution date, or as soon as administratively practicable following that distribution date.

9.02 QUALIFIED JOINT AND SURVIVOR ANNUITY

(A) Payment of Annuity Form. Unless otherwise elected as provided below, a Participant who is married on the "Annuity Starting Date" and who does not die before the "Annuity Starting Date" shall receive the value of all of his benefits in the form of a joint and survivor annuity. The joint and survivor annuity is an annuity that commences immediately and shall be the Actuarial Equivalent of a single life annuity. Such joint and survivor benefits following the Participant's death shall continue to the spouse during the spouse's lifetime at a rate equal to 50% of the rate at which such benefits were payable to the Participant. This joint and 50% survivor annuity shall be considered the designated qualified joint and survivor annuity and automatic form of payment for the purposes of this Plan. However, the Participant may elect to receive a smaller annuity benefit with continuation of payments to the spouse at a rate of one hundred percent (100) of the rate payable to a Participant during his lifetime, which alternative joint and survivor annuity shall be the Actuarial Equivalent of the automatic joint and 50% survivor annuity.

(B) Effective Date. This Plan is a governmental plan exempted from the joint and survivor annuity rules under the Code. This Section 9.02 does not apply to a distribution to a Participant which occurs prior to the first day of the first Plan Year beginning after December 31, 1992.

(C) Waiver Election - Qualified Joint and Survivor Annuity. Between 30 and ~~90~~180 days before the Participant's annuity starting date, the Board of Trustees must provide the Participant a written explanation of the terms and conditions of the qualified joint and survivor annuity, the Participant's right to make, and the effect of, an election to waive the joint and survivor form of benefit, the rights of the Participant's spouse regarding the waiver election and

the Participant's right to make, and the effect of, a revocation of a waiver election. The Plan does not limit the number of times the Participant may revoke a waiver of the qualified joint and survivor annuity or make a new waiver during the election period.

A married Participant's waiver election is not valid unless (a) the Participant's spouse (to whom the survivor annuity is payable under the qualified joint and survivor annuity), after the Participant has received the written explanation described in this Section, has consented in writing to the waiver election, the spouse's consent acknowledges the effect of the election, and a notary public or the Plan Administrator (or his representative) witnesses the spouse's consent, (b) the spouse consents to the alternate form of payment designated by the Participant or to any change in that designated form of payment, and (c) unless the spouse is the Participant's sole primary Beneficiary, the spouse consents to the Participant's Beneficiary designation or to any change in the Participant's Beneficiary designation. The spouse's consent to a waiver of the qualified joint and survivor annuity is irrevocable unless the Participant revokes the waiver election. The spouse may execute a blanket consent to any form of payment designation or to any Beneficiary designation made by the Participant, if the spouse acknowledges the right to limit that consent to a specific designation, but, in writing, waives that right.

The Board of Trustees may accept as valid a waiver election which does not satisfy the spousal consent requirements if the Board of Trustees establishes the Participant does not have a spouse, the Board of Trustees is not able to locate the Participant's spouse, the Participant is legally separated or has been abandoned (within the meaning of State law) and the Participant has a court order to that effect, or other circumstances exist under which the Secretary of the Treasury will excuse the consent requirement. If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian (even if the guardian is the Participant) may give consent.

9.03 OPTIONAL FORMS OF DISTRIBUTION. The Board of Trustees will direct the Trustee to pay the Participant's Nonforfeitable Accrued Benefit, as elected by the Participant under one of the optional forms of distribution permitted under this Section 9.03, subject to the joint and survivor annuity requirements of Section 9.02.

The optional forms of distribution are:

- (a) The basic form of Monthly Retirement Income (as defined in Article IV) shall be a monthly income commencing on the Participant's Disability, Normal, or Late Retirement Date and continuing for one hundred twenty (120) months certain and for his lifetime thereafter. Prior to his Normal or Late Retirement Date or prior to the commencement of his Disability Payments, the Participant may elect in a written application provided by the Trustees to receive his Monthly Retirement Income in one of the alternative forms listed below. Each of the below listed alternative forms shall be the Actuarial Equivalent of the Monthly Retirement Income payable under the basic form and shall commence as of the Participant's Disability, Normal or Late Retirement Date.

- (b) A monthly income payable for the Participant's lifetime with no guaranteed payments or with a guaranteed number of payments, as selected by the Participant, not to exceed two hundred forty (240) .
- (c) A monthly income payable for the lifetime of the Participant, and continuing thereafter, in a fractionally smaller amount if so selected by the Participant, to a beneficiary designated in writing by the Participant. Should the beneficiary named by the Participant die prior to the Participant's Disability, Normal or Late Retirement Date, the election shall be void and the Monthly Retirement Income shall be paid under the basic form. Should the beneficiary die after Monthly Retirement Income has commenced to the Participant, no alternative Beneficiary can be named.

A Participant may elect to receive any installment or annuity distribution directly from the Plan or in the form of a Nontransferable Annuity Contract. To facilitate the payment of fixed term installments the Board of Trustees may direct the Trustee to set aside the present value of the Participant's Nonforfeitable Accrued Benefit in a segregated account solely for the benefit of the Participant or solely for the benefit of the Participant's Beneficiary if the Participant is deceased. The Trustee will invest the segregated Account in federally insured interest bearing savings account (s) or time deposit (s) (or a combination of both), or in any fixed income investments. A segregated Account remains a part of the Trust, it alone shares in any income it earns and it alone bears any expense or loss it incurs.

~~A Any Participant who was or became a Participant in the Prior Plan as of November 2, 1972, may elect could have elected to withdraw, in a lump sum ~~his cash values (as defined in Article I). If he so elects, the cash value (as of November 1, 1975) of all individual life insurance or annuity contracts held under the Prior Plan as of November 1, 1975. If so elected,~~ the benefits payable under the optional forms of distribution of this Plan shall be reduced by the Actuarial Equivalent of said cash values. Such applicable cash value or cash values are described in the terms of the Plan document in effect at the time of the Participant's retirement.~~

9.04 COMMENCEMENT OF BENEFITS. The Board of Trustees must direct the Trustee to commence distribution of benefits in accordance with this Section 9.04, subject to the mandatory distribution requirements of Section 9.06.

(A) Distribution to a Participant Who Separates from Service Before Normal Retirement Date. The Board of Trustees will direct the Trustee to commence distribution of the Participant's Nonforfeitable Accrued Benefit in accordance with Article V, VI or VII, whichever applies.

(B) Distribution to a Participant Who Separates from Service After Normal Retirement Date. The Board of Trustees will direct the Trustee to commence distribution to the Participant in the form and at the time elected by a Participant, as permitted under this Article IX. The Participant may elect to commence distribution as soon as administratively practicable following Separation from Service or as of the first day of any subsequent month.

(C) Failure of Participant to Make an Election. Where the Participant has the right to elect the form and timing of his pension, but has failed to make an election, the Board of Trustees will direct the Trustee to commence distribution of the Participant's pension, in the form prescribed by Section 9.02, as soon as administratively practicable following the later of: (1) the Participant's attainment of Normal Retirement Age; or (2) the Participant's Separation from Service.

(D) Notice to Participant. Between 30 and ~~90~~180 days before the Participant's annuity starting date, the Board of Trustees must provide a benefit notice to a Participant who is eligible to make a distribution election under the Plan. The benefit notice must explain the optional forms of benefit in the Plan, including the material features and relative values of those options.

(E) Death of the Participant. If the Participant had commenced distribution prior to his death, the Board of Trustees will direct the Trustee to make distribution to the Participant's Beneficiary in accordance with the distribution method in effect at the time of death. If the deceased Participant had not commenced distribution, the Board of Trustees will direct the Trustee to distribute the Participant's death benefit as follows, subject to the requirements of Article VII. The Board of Trustees will direct the Trustee to pay the deceased Participant's death benefit in a lump sum as soon as administratively practicable following the date the Board of Trustees receives notification of or otherwise confirms the Participant's death.

9.05 MANDATORY DISTRIBUTIONS.

(A) Notwithstanding any provision of the Plan to the contrary, in no event shall distribution of a Participant's Nonforfeitable Accrued Benefit commence later than his "Required Beginning Date." "Required Beginning Date" means, for a Participant who is not a five-percent owner (as defined in Code Section 416) for the year in which he attains age 70½, April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½, and the calendar year in which he ceases to be an Employee. For a Participant who is a five-percent owner in the Plan Year in which he attains age 70½, the Required Beginning Date is the April 1 of the calendar year following the calendar year in which he attains age 70½.

Except with respect to a Participant who is a 5-percent owner, a Participant's Nonforfeitable Accrued Benefit is actuarially increased to take into account the period after age 70½ in which the Participant does not receive any benefits under the Plan. The actuarial increase begins on the April 1 following the calendar year in which the Participant attains age 70½, and ends on the date on which benefits commence after retirement in an amount sufficient to satisfy Code Section 401(a)(9).

The amount of actuarial increase payable as of the end of the period for actuarial increases must be no less than the Actuarial Equivalent of the Participant's Nonforfeitable Accrued Benefit that would have been payable as of the date the actuarial increase must commence plus the Actuarial Equivalent of additional benefits accrued after that date, reduced by the Actuarial Equivalent of any distributions made after that date. The actuarial increase is

generally the same as, and not in addition to, the actuarial increase required for that same period under Code Section 411 to reflect the delay in payments after the Participant's Normal Retirement Date.

For purposes of Code Section 411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after the attainment of normal retirement age. Accordingly, to the extent permitted under Code Section 411(b)(1)(H), the actuarial increase required under Code Section 401(a)(9)(C)(iii) may reduce the benefit accrual otherwise required under Code Section 411(b)(1)(H)(i).

9.06 DISTRIBUTIONS UNDER DOMESTIC RELATIONS ORDERS. Nothing contained in this Plan will prevent the Trustee, in accordance with the direction of the Board of Trustees, from complying with the provisions of a qualified domestic relations order (as defined in Code section 414(p)). The Board of Trustees may adopt any written procedures relating to a qualified domestic relations order which the Board of Trustees deems necessary for proper administration of the Plan. This Plan specifically permits distribution to an alternate payee under a qualified domestic relations order at any time, irrespective of whether the Participant has attained his earliest retirement age (as defined under Code section 414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the order specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 9.06 permits a Participant a right to receive distribution at a time otherwise not permitted under the Plan nor does it permit the alternate payee to receive a form of payment not permitted under the Plan.

Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order (QDRO) will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO, or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or the Participant's death. A domestic relations order described in the preceding sentence is subject to the same requirements and protections that apply to QDROs under the Plan.

9.07 ROLLOVERS. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this provision, a distributee may elect, at the time and in the manner prescribed by the Board of Trustees, to have any portion of an eligible rollover distribution that is at least equal to two hundred dollars (\$200) paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(a) Eligible rollover distribution - An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under

Section 401(a)(9) of the Code; any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). Effective for taxable years beginning after December 31, 2006, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or (b), a qualified defined benefit or defined contribution plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is not so includible in gross income.

(b) Eligible retirement plan - An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. Notwithstanding the foregoing, for distributions commencing on or after January 1, 2002, however, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan; and the definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.

(c) Distributee - A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse.

(d) Direct rollover - A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Non-Spousal Rollover – Effective for distributions made after December 31, 2009, a non-spouse Beneficiary who is a Designated Beneficiary under Code Section 401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer (“direct rollover”), may roll over all or any portion of his or her distribution to an Individual Retirement Account (IRA) the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution must otherwise satisfy the definition of an eligible rollover distribution under Code Section 401(a)(31).

Notwithstanding the foregoing, any direct rollover elected by a non-spouse Beneficiary is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B)), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (non-direct) rollover.

If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover under this subparagraph (e) to an IRA on behalf of the trust, provided that the trust satisfies the requirements to be a Designated Beneficiary within the meaning of Code Section 401(a)(9)(E).

A non-spouse Beneficiary may not roll over an amount that is a required minimum distribution, as determined under applicable Regulations and other Internal Revenue Service guidance. If the Participant dies before his or her Required Beginning Date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Regulation 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

9.08 COST-OF-LIVING ADJUSTMENT. Monthly payments (as determined under Section 9.03) to Participants who retired before January 1, 2003, with at least 20 years of Credited Service will be increased by \$100.00. This cost-of-living adjustment will be effective for payments beginning January 1, 2003.

9.09 INSURANCE PREMIUMS. Effective for distributions made after December 31, 2010, a Participant, who is a "public safety officer", as defined in Code Section 402(l)(4)(B), and whose severance from employment occurs on or after Normal Retirement Age or is due to his or her disability (as defined in Section 1.28), may elect to have a portion (not exceeding \$3,000 in any taxable year) of his or her Plan distribution paid directly to a retiree medical or long-term care insurance plan of the Employer for the payment of premiums under such plan.

ARTICLE X

MISCELLANEOUS PROVISIONS AFFECTING THE PAYMENT OF BENEFITS

10.01 GENERAL. In general, the Trustee will make payment of any pension directly to the Participant entitled to the payment. However, the Board of Trustees, pursuant to a Participant (or Beneficiary) election authorized by Article IX, may instruct the Trustee to purchase a Nontransferable Annuity contract from an insurance company. The Nontransferable Annuity contract must provide pension and other benefits in an amount not less than the pension and other benefits a Participant would receive under this Plan and otherwise must comply with the requirements of this Plan. In the event the Trustee purchases a Nontransferable Annuity contract for the benefit of a Participant, the Trustee may either assign the contract to the Participant or hold the contract for the benefit of the Participant pursuant to the instructions of the Board of Trustees. The Trustee may also purchase a Nontransferable Annuity contract for the benefit of a designated Beneficiary, surviving spouse or alternate payee under a qualified domestic relations order (as defined in Code section 414(p)) entitled to distribution of all or a portion of the Participant's Nonforfeitable Accrued Benefit.

10.02 NONDUPLICATION OF BENEFITS. In the event the Trustee distributes any part or all of a Participant's Accrued Benefit to him and the Participant later resumes active employment with the Employer, the Trustee will compute the Participant's Accrued Benefit by taking into account all of the Participant's Years of Accrued Service. However, the Trustee will offset the Participant's Accrued Benefit so computed by the Participant's Accrued Benefit attributable to any distribution the Trustee has made to the Participant.

10.03 NO DISREGARD OF SERVICE. For purposes of computing Years of Service under Article VI, the Plan does not disregard Years of Service with respect to which a Participant has received a distribution of his Accrued Benefit.

10.04 MERGER/DIRECT TRANSFERS. The Trustee will not consent to, or be a party to, any merger or consolidation with another plan, or to a transfer of assets or liabilities to another plan, unless immediately after the merger, consolidation or transfer the surviving Plan provides each Participant a benefit equal to or greater than the benefit each Participant would have received had the Plan terminated immediately before the merger or consolidation or transfer.

The Trustee possesses the specific authority to enter into merger agreements or direct transfers of assets agreements with the trustees of other retirement plans described in Code section 401(a), including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement.

The Trustee may accept a direct transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions. If the Trustee accepts such a direct transfer of plan assets, the Board of Trustees and the Trustee will treat the Employee as a Participant for all purposes of the Plan except the Employee will not accrue benefits until he

actually becomes a Participant in the Plan. If the Employee terminates employment with the Employer prior to becoming a Participant, the Trustee will distribute his transferred assets to him as if they were Employer-derived Accrued Benefits.

Accounting Rules. If the Plan accepts a transfer from a defined contribution plan, the Board of Trustees must credit the assets transferred on the Participant's behalf to a Transfer Account maintained for that Participant. The Trustee will not have any investment responsibility with respect to a Participant's Transfer Account, unless the Trustee agrees to investment responsibility. The Participant, however, from time to time, may direct the Trustee in writing as to the investment of his Transfer Account in property, or property interests, of any kind, whether real, personal or mixed; provided, however, the Participant may not direct the Trustee to make loans to his Employer. A Participant's Transfer Account alone bears any extraordinary expenses resulting from investments made at the direction of the Participant. As of the Accounting Date for each Plan Year, the Board of Trustees will allocate and credit the net income (or net loss) from a Participant's Transfer Account and the increase or decrease in the fair market value of the assets of a Transfer Account solely to the Transfer Account. The Trustee is not liable nor responsible for any loss resulting to any Beneficiary, nor to any Participant, by reason of any sale or investment made or other action taken pursuant to and in accordance with the direction of the Participant. The Trustee will distribute a Participant's Transfer Account at the same time and in the same manner as it distributes a Participant's Accrued Benefit, and the Board of Trustees will treat the benefit derived from the Transfer Account as part of the Participant's Accrued Benefit for purposes of valuing the Participant's Accrued Benefit under any consent or election requirements provided in the Plan.

ARTICLE XI

OTHER PROVISIONS AFFECTING BENEFITS

11.01 ASSIGNMENT OR ALIENATIONS. Subject to Code section 414(p) relating to qualified domestic relations orders, or except as otherwise permitted by section 401(a)(13) of the Code, neither a Participant nor a Beneficiary may anticipate, assign or alienate (either at law or in equity) any benefit provided under the Plan, and the Trustee will not recognize any such anticipation, assignment or alienation. Furthermore, a benefit under the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

11.02 NO DECREASE IN BENEFITS BY CHANGE IN SOCIAL SECURITY. In the case of a Participant or Beneficiary who is receiving benefits under this Plan or a Participant who has terminated employment with the Employer and has a Nonforfeitable Accrued Benefit under this Plan, any increase in the taxable wage base or the benefit level payable under Title II of the Social Security Act will not affect in any way the benefits payable under this Plan to such Participant or Beneficiary. The Plan does not permit the reduction of any benefits accrued before the Participant's termination of employment by the Employer on the basis of changes in Social Security benefit levels or the taxable wage base in effect during Years of Service after re-employment with the Employer.

11.03 DISTRIBUTION UPON TERMINATION OF TRUST. If the Employer terminates the Plan, the Trustee will determine the value of the Trust Fund as of the business day next following the date of such termination. The Trustee will allocate assets of the Plan among the Participants and Beneficiaries according to the following priorities:

- (a) Outstanding charges and expenses arising out of operation of the Plan;
- (b) The Participant's benefits payable from his employee contributions;
- (c) To provide Monthly Retirement Income to Retired Participants, Disability Payments to Disabled Participants, and Death Benefits to Beneficiaries or Contingent Beneficiaries receiving such income or payments under this Plan prior to its termination, without reference to the order in which they first qualified for such benefits.
- (d) To provide immediate Monthly Retirement Income under the terms of this Plan, as if it were in effect, to Participants (including terminated Participants entitled to a Monthly Retirement Income on reaching their Normal Retirement Date) Disability Payments to Participants qualifying for such payments on date of termination, and Death Benefits to Beneficiaries or Contingent Beneficiaries qualified for such income or payments, but not yet receiving them as of the date of termination, without reference to the order in which they first qualified for such benefits.

- (e) To provide Monthly Retirement Income at Normal Retirement Date under the terms of this Plan as if it were in effect to Participants who have fulfilled the requirements of Article IV to be eligible for a termination benefit whether or not they have actually terminated, without reference to the order in which they reach Normal Retirement Date. The amount of such Monthly Retirement Income shall be equal to the Participant's Accrued Benefit, as of the date of termination.
- (f) To provide Monthly Retirement Income at Normal Retirement Date, equal to the Participant's Accrued Benefit, to all other Participants of the Plan not eligible for benefits under any other part of this Section 11.03, without reference to the order in which they shall reach Normal Retirement Date.

The allocation of the Trust Fund in accordance with Section 11.03 shall be based on the method of payment of Monthly Retirement Income, Disability Payments or Death Benefits specified in the Plan. In the event that the Trust Fund assets on or after the date of termination are insufficient to fund all benefits within any class, the benefits of all higher order of precedence shall be funded, the benefits of all lower order of precedence shall be unfunded, and the assets remaining shall be allocated among Participants of that class on the basis of their respective actuarial reserves.

If assets are insufficient to provide all benefits under the Plan, the Trustee will allocate such assets to satisfy obligations within each category by order of priority. If assets are insufficient to provide all benefits under a priority category, the Trustee will allocate assets to Participants within that category in the ratio in which each Participant's total benefit bears to the total benefits of all Participant's within that category.

11.04 OVERFUNDING. If the Employer has overfunded the Plan at the time it terminates the Plan, the Trustee must return the amount by which the Employer has overfunded the Plan to the Employer, except to the extent the Plan allocates surplus assets to the Participants pursuant to written procedures (including any necessary Plan amendments) adopted by the Employer incident to the Plan's termination. The Employer must state by written request to the Trustee the amount of the over funding it wishes the Trustee to return to it after satisfying all liabilities under the terminated plan.

ARTICLE XII

EMPLOYER ADMINISTRATIVE PROVISIONS

12.01 INFORMATION TO BOARD. The Employer must supply current information to the Board of Trustees as to the name, date of birth, date of employment, annual compensation, leaves of absence, Years of Service and date of termination of employment of each Employee who is, or will be eligible to become, a Participant under the Plan, together with any other information which the Board of Trustees considers necessary. The Employer's records as to the current information the Employer furnishes to the Board of Trustees are conclusive as to all persons.

12.02 NO LIABILITY. The Employer assumes no obligation or responsibility to any of its Employees, Participants or Beneficiaries of any act, or failure to act, on the part of its Board of Trustees, the Trustee or the Plan Administrator (unless the Employer is the Plan Administrator).

12.03 INDEMNITY OF PLAN ADMINISTRATOR AND BOARD. The Employer indemnifies and saves harmless the Plan Administrator and the members of the Board of Trustees, and each of them, from and against any and all loss resulting from liability to which the Plan Administrator and the Board of Trustees, or the members of the Board of Trustees, may be subjected by reason of any act or conduct (except willful misconduct or gross negligence) in their official capacities in the administration of this Trust or Plan or both, including all expenses reasonably incurred in their defense, in case the Employer fails to provide such defense. Furthermore, the Plan Administrator and the Board of Trustees members and the Employer may execute a letter agreement further delineating the indemnification agreement of this Section 12.03. The indemnification provisions of this Section 12.03 extend to the Trustee solely to the extent provided by a letter agreement executed by the Trustee and the Employer.

12.04 EMPLOYER DIRECTION OF INVESTMENT. The Employer has the right to direct the Trustee with respect to the investment and reinvestment of assets comprising the Trust Fund only if the Trustee consents in writing to permit such direction. If the Trustee consents to Employer direction of investment, the Trustee and the Employer must execute a letter agreement as a part of this Plan containing such conditions, limitations and other provisions they deem appropriate before the Trustee will follow any Employer direction ~~as respects~~ with respect to the investment or reinvestment of any part of the Trust Fund.

ARTICLE XIII

PARTICIPANT ADMINISTRATIVE PROVISIONS

13.01 BENEFICIARY DESIGNATION. Any Participant may from time to time designate, in writing, any person or persons, contingent or successively, to whom the Trustee will pay any applicable death benefits under the Plan and the Participant may designate the form and method of payment. The Board of Trustees will prescribe the form for the written designation of Beneficiary and, upon the Participant's filing the form with the Board of Trustees, the form effectively revokes all designations filed prior to that date by the same Participant.

Notwithstanding anything in the Plan to the contrary, in the event a Participant is divorced or legally separated from his spouse, any then existing designation of such spouse as the Participant's Beneficiary shall automatically be null and void as of the date of such divorce or legal separation, and such spouse (or former spouse) shall be considered the Participant's Beneficiary only if the Participant thereafter affirmatively designates the spouse (or former spouse) as such in accordance with the procedures described in this Plan.

(A) Coordination with Survivor Requirements. This Section 13.01 does not impose any special spousal consent requirements on the Participant's Beneficiary designation. However, in the absence of spousal consent to the Participant's Beneficiary designation, any waiver of the qualified joint and survivor annuity is not valid.

13.02 NO BENEFICIARY DESIGNATION — DEATH OF BENEFICIARY. If a Participant fails to name a Beneficiary in accordance with Section 13.01, or if the Beneficiary named by a Participant predeceases him, then the Trustee will pay the death benefit in accordance with Article VII in the following order of priority to:

- (a) The Participant's surviving spouse;
- (b) The Participant's surviving children, including adopted children, in equal shares;
- (c) The Participant's surviving parents, in equal shares; or
- (d) The legal representative of the Participant's estate.

If the Beneficiary does not predecease the Participant, but dies prior to distribution of his share of the Participant's entire death benefit, the Trustee will pay the remaining death benefit to the Beneficiary's estate unless the Participant's Beneficiary designation provides otherwise. The Board of Trustees will direct the Trustee as to the method and to whom the Trustee will make payment under this Section 13.02.

13.03 PERSONAL DATA TO BOARD OF TRUSTEES. Each Participant and each Beneficiary of a deceased Participant must furnish the Board of Trustees such evidence, data or information as the Board of Trustees considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each

Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Board of Trustees, provided the Board of Trustees advises each Participant of the effect of his failure to comply with its request.

13.04 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Board of Trustees from time to time, in writing, his post office address and any change of post office address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his last post office address filed with the Board of Trustees, or as shown on the records of the Employee, binds the Participant, or Beneficiary, for all purposes of this Plan.

13.05 INFORMATION AVAILABLE. Any Participant in the Plan or any Beneficiary may examine copies of the Plan description, latest annual report, any bargaining agreement, this Plan and Trust, contract or other instrument under which the Plan was established or is operated. The Plan Administrator will maintain all of the items listed in this Section 13.05 in his office, or in such other place or places as he may designate from time to time for examination during reasonable business hours. Upon the written request of a Participant or Beneficiary, the Plan Administrator must furnish him with a copy of any item listed in this Section 13.05. The Plan Administrator may make a reasonable charge to the requesting person for the copy so furnished.

13.06 APPEAL PROCEDURE FOR DENIAL OF BENEFITS. A Participant or a Beneficiary ("Claimant") may file with the Board of Trustees a written claim for benefits, if the Participant or Beneficiary determines the distribution procedures of the Plan have not provided him his proper Nonforfeitable Accrued Benefit. The Board of Trustees must render a decision on the claim within 60 days of the Claimant's written claim for benefits. The Plan Administrator must provide adequate notice in writing to any Participant or to any Beneficiary ("Claimant") whose claim for benefits under the Plan the Board of Trustees has denied. The Plan Administrator's notice to the Claimant must set forth:

- (a) The specific reason for the denial;
- (b) Specific reference to pertinent Plan provisions on which the Board of Trustees based its denial;
- (c) A description of any additional material and information needed for the Claimant to perfect his claim and an explanation of why the material or information is needed; and
- (d) That any appeal the Claimant wishes to make of the adverse determination must be in writing to the Board of Trustees within 75 days after receipt of the Plan Administrator's notice of denial of benefits. The Plan Administrator's notice must further advise the Claimant that his failure to appeal the action to the Board of Trustees in writing within the 75-day period will render the Board of Trustees' determination final, binding and conclusive.

If the Claimant should appeal to the Board of Trustees, he, or his duly authorized representative, may submit, in writing, whatever issues and comments he, or his duly authorized representative, feels are pertinent. The Claimant, or his duly authorized representative, may review pertinent Plan documents. The Board of Trustees will re-examine all the facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Board of Trustees must advise the Claimant of its decision within 60 days of the Claimant's written request for review, unless special circumstances (such as a hearing) would make the rendering of a decision within the 60-day limit unfeasible, but in no event may the Board of Trustees render a decision respecting a denial for a claim for benefits later than 120 days after its receipt of a request for review.

The Plan Administrator's notice of denial of benefits must identify the name of each member of the Board of Trustees and the name and address of the Board of Trustees member to whom the Claimant may forward his appeal.

ARTICLE XIV

BOARD OF TRUSTEES - DUTIES WITH RESPECT TO PARTICIPANTS' ACCRUED BENEFITS

14.01 MEMBERS' COMPENSATION. EXPENSES. The Employer must appoint a Board of Trustees to administer the Plan, which shall comprise three members. The members of the Board of Trustees will serve without compensation for services as such, but the Employer will pay all expenses of the Board of Trustees, except to the extent the Trust properly pays the expenses, pursuant to Article XV.

14.02 APPOINTMENT. The Employer shall designate two members of the Board of Trustees. The Employees shall designate one member of the Board of Trustees. The Employer may remove either member designated by it at any time by written notice to him and the other members, but only the Employees may remove their designee, which shall be by written notice to the removed member, the other members, and the Employer. Upon such resignation, removal or upon the death of a member, or upon the inability or refusal of a member to act, the Employer shall appoint a successor member in the same manner as that member was appointed; provided, however, that if the vacancy is that of the Employee's designee, then in that event the Employees shall appoint a successor member. Each such successor member shall file with the Employer and the other members an instrument in writing accepting his membership hereunder. Every successor member so appointed and accepting a membership hereunder shall have all the powers and duties of his predecessor.

14.03 TERM. Each member of the Board of Trustees serves until the appointment of his successor.

14.04 GENERAL.

(A) Powers and Duties. The Board of Trustees has the following powers and duties:

- (1) To select a Secretary, who need not be a member of the Board of Trustees;
- (2) To determine the rights of eligibility of an Employee to participate in the Plan, the value of a Participant's Accrued Benefit and the Nonforfeitable percentage of each Participant's Accrued Benefit;
- (3) To adopt rules of procedure and regulations necessary for the proper and efficient administration of the Plan provided the rules are not inconsistent with the terms of this Agreement;
- (4) To construe and enforce the terms of the Plan and the rules and regulations it adopts, including interpretation of the Plan documents and documents related to the Plan's operation and the discretion to make factual determinations necessary to the proper administration of the Plan, which

determinations shall be final and binding upon all interested parties, and is subject to the most deferential standard of judicial review;

- (5) To direct the Trustee ~~as respects the creating~~ with respect to the creation and distribution of the Trust;
- (6) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (7) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (8) To engage the services of agents whom it may deem advisable to assist it with the performance of its duties;
- (9) To engage the services of an Investment Manager or Managers, each of whom will have full power and authority to manage, acquire or dispose (or direct the Trustee with respect to acquisition or disposition) of any Plan asset under its control;
- (10) To establish and maintain a funding standard account and make credits and charges to the account to the extent required by and in accordance with the provisions of the Code.

The Board of Trustees will exercise all of its powers, duties and discretion under the Plan in a uniform and nondiscriminatory manner.

14.05 FUNDING POLICY. The Board of Trustees will review, not less often than annually, all pertinent Employee information and Plan data in order to establish the funding policy of the Plan and to determine the appropriate methods of carrying out the Plan's objectives. The Board of Trustees must communicate periodically, as it deems appropriate, to the Trustee and to any Plan Investment Manager the Plan's short-term and long-term financial needs so investment policy can be coordinated with Plan financial requirements.

14.06 MANNER OF ACTION. The decision of a majority of the members appointed and qualified controls.

14.07 AUTHORIZED REPRESENTATIVE. The Board of Trustees may authorize any one of its members, or its Secretary, to sign on its behalf any notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents. The Board of Trustees must evidence this authority by an instrument signed by all members and filed with the Trustee.

14.08 INTERESTED MEMBER. No member of the Board of Trustees may decide or determine any manner concerning the distribution, nature or method of settlement of his own benefits under the Plan, except in exercising an election available to that member in his capacity

as a Participant, unless the Plan Administrator is acting alone in the capacity of the Board of Trustees.

14.09 PARTICIPANT RECORDS. The Board of Trustees will keep such records and will prepare such reports concerning Participants' Accrued Benefits as the Code requires.

14.10 UNCLAIMED ACCRUED BENEFIT - PROCEDURE. The Plan does not require either the Trustee or the Board of Trustees to search for, or ascertain the whereabouts of, any Participant or Beneficiary. At the time the Participant's or Beneficiary's benefit becomes distributable under the Plan, the Board of Trustees, by certified or registered mail addressed to his last known address of record with the Board of Trustees or the Employer, must notify any Participant, or Beneficiary, that he is entitled to a distribution under this Plan. The notice must quote the provisions of this Section 14.10 and otherwise must comply with the notice requirements of this Plan. If the Participant, or Beneficiary, fails to claim his distributive share or make his whereabouts known in writing to the Board of Trustees within 6 months from the date of mailing of the notice, the Board of Trustees will treat the Participant's or Beneficiary's unclaimed payable Accrued Benefit as forfeited. The Employer will use the amounts representing the forfeited Accrued Benefit to reduce its contribution for future Plan Years.

If a Participant or Beneficiary who has incurred a forfeiture of his Accrued Benefit under this Section 14.10 makes a claim, at any time, for his forfeited Accrued Benefit, the Board of Trustees must restore the Participant's or Beneficiary's forfeited Accrued Benefit. The Board of Trustees must direct the Trustee to distribute the Participant's or Beneficiary's restored Accrued Benefit as soon as administratively practicable following restoration of the forfeited Accrued Benefit.

ARTICLE XV

TRUSTEE, POWERS AND DUTIES

15.01 ACCEPTANCE. The Trustee accepts the Trust created under the Plan and agrees to perform the obligations imposed. The Trustee must provide bond for the faithful performance of its duties under the Trust.

15.02 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer, but does not have any duty to see that the contributions received comply with the provisions of the Plan. The Trustee is not obligated to collect any contributions from the Employer, nor is obliged to see that funds deposited with it are deposited according to the provisions of the Plan.

15.03 INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust Fund, except with respect to a Plan asset under the control or direction of a properly appointed Investment Manager or with respect to a Plan asset subject to Employer, Participant or Board of Trustees direction of investment. The Trustee must coordinate its investment policy with Plan financial needs as communicated to it by the Board of Trustees.

(A) Investment Powers. The Trustee is authorized and empowered, but not by way of limitation, with the following powers, rights and duties, but subject always to the then current City of Prairie Village Investment Policy for City Retirement Funds.

- (1) To invest any part or all of the Trust Fund in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, U.S. Treasury notes and other direct or indirect obligations of the United States Government, or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, to buy or sell options on common stock on a nationally recognized exchange with or without holding the underlying common stock, to buy and sell commodities, commodity options and contracts for the future delivery of commodities, and to make any other investments the Trustee deems appropriate, as a prudent man would do under like circumstances with due regard for the purposes of this Plan. Any investment made or retained by the Trustee in good faith is proper but must be of a kind constituting a diversification considered by law suitable for trust investments.
- (2) To retain in cash so much of the Trust Fund as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust Fund in a bank account at reasonable interest.

- (3) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or of a bank related to the Trustee within the meaning of Code section 414(b)) at a reasonable rate of interest or in a common trust fund, as described in Code section 584, or collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference which the Trustee (or its affiliates, as defined in Code section 1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as trustee and which conforms to the rules of the Comptroller of the Currency.
- (4) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term, even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real and personal, in such manner, for such considerations and on such terms and conditions as the Trustee decides.
- (5) To credit and distribute the Trust as directed by the Board of Trustees. The Trustee is not obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee is accountable only to the Board of Trustees for any payment or distribution made by it in good faith on the order or direction of the Board of Trustees.
- (6) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge.
- (7) To compromise, contest, arbitrate or abandon claims and demands, in its discretion.
- (8) To have with respect to the Trust all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, and to exercise or sell stock subscriptions or conversion rights.
- (9) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interests in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders.

- (10) To hold any securities or property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship.
- (11) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust.
- (12) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction.
- (13) To file all tax returns required of the Trustee.
- (14) To furnish to the Employer, the Plan Administrator and the Board of Trustees an annual statement of accounting showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts are conclusive on all persons, including the Employer, the Plan Administrator and the Board of Trustees, except as to any act or transaction concerning which the Employer, the Plan Administrator or the Board of Trustees files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts.
- (15) To begin, maintain or defend any litigation necessary in connection with the administration of the Plan, except that the Trustee is not obliged or required to do so unless indemnified to its satisfaction.

15.04 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Plan must be open to the inspection of the Plan Administrator, the Board of Trustees and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer, the Plan Administrator or Board of Trustees may specify in writing. The Trustee must furnish the Plan Administrator or Board of Trustees with whatever information relating to the Trust Fund the Plan Administrator or Board of Trustees considers necessary.

15.05 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation as may be agreed upon from time to time between the Employer and the Trustee. No person who is receiving full pay from the Employee may receive compensation for services as Trustee. The Trustee will pay from the Trust Fund all fees and expenses reasonably incurred by the Plan, to the extent such fees and expenses are for the ordinary and necessary administration and operation of the Plan, unless the Employer pays the fees and expenses. Any fee or expense paid, directly or indirectly, by the Employer is not an Employer contribution to the Plan, provided the fee or expense relates to ordinary and necessary administration of the Fund.

15.06 PARTIES TO LITIGATION. No Participant or Beneficiary is a necessary party or is required to receive notice of process in any court proceeding involving the Plan, the Trust Fund or any fiduciary of the Plan. Any final judgment entered in any proceeding will be conclusive upon the Employer, the Plan Administrator, the Board of Trustees, the Trustee, Participants and Beneficiaries.

15.07 PROFESSIONAL AGENTS. The Trustee, with the written direction of the Board of Trustees, may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee. With the written direction of the Board of Trustees, the Trustee may delegate to any agent, attorney, accountant or other person selected by the Board of Trustees any non-Trustee power or duty vested in it by the Plan.

15.08 DISTRIBUTION DIRECTIONS. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee. For purposes of a distribution to a Participant or to a Participant's designated Beneficiary or surviving spouse, "property" includes a Nontransferable Annuity Contract, provided the contract satisfies the requirements of the Plan. If no one claims a payment or distribution made from the Trust, the Trustee must promptly notify the Board of Trustees and then dispose of the payment in accordance with the subsequent direction of the Board of Trustees.

15.09 THIRD PARTY/MULTIPLE TRUSTEES. No person dealing with the Trustee is obligated to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Plan. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and is not liable to any person in so acting. The certificate of the Trustee that it is acting in accordance with the Plan will be conclusive in favor of any person relying on the certificate. If more than two persons act as Trustee, a decision of the majority of such persons controls with respect to any decision regarding the administration or investment of the Trust Fund or any portion of the Trust Fund with respect to which such persons act as Trustee. However, the signature of only one Trustee is necessary to effect any transaction on behalf of the Trust.

15.10 RESIGNATION. The Trustee may resign its position at any time by giving 30 days' written notice in advance to the Employer and to the Board of Trustees. If the Employer fails to appoint a successor Trustee within 60 days of its receipt of the Trustee's written notice of resignation, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed its acceptance of appointment with the former Trustee.

15.11 REMOVAL. The Employer, by giving 30 days' written notice in advance to the Trustee, may remove any Trustee. In the event of the resignation or removal of a Trustee, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee.

15.12 INTERIM DUTIES AND SUCCESSOR TRUSTEE. Each successor Trustee succeeds to the title to the Trust vested in his predecessor by accepting in writing his appointment as successor Trustee and by filing the acceptance with the former Trustee and Board of Trustees without the signing or filing of any further statement. The resigning or removed Trustee, upon receipt of acceptance in writing of the Trust by the successor Trustee, must execute all documents and do all acts necessary to vest the title of record in any successor Trustee. Each successor Trustee has and enjoys all of the powers, both discretionary and ministerial, conferred under this Agreement upon his predecessor. A successor Trustee is not personally liable for any act or failure to act of any predecessor Trustee. With the approval of the Employer and the Board of Trustees, a successor Trustee, with respect to the Plan, may accept the account rendered and the property delivered to it by a predecessor Trustee without incurring any liability or responsibility for so doing.

15.13 VALUATION OF TRUST. The Trustee must value the Trust Fund as of each Anniversary Date to determine the fair market value of the assets in the trust. The Trustee also must value the Trust Fund on such other dates as directed in writing by the Board of Trustees.

15.14 LIMITATION ON LIABILITY - IF INVESTMENT MANAGER, ANCILLARY TRUSTEE OR INDEPENDENT FIDUCIARY APPOINTED. The Trustee is not liable for the acts or omissions of any Investment Manager the Board of Trustees may appoint, nor is the Trustee under any obligation to invest or otherwise manage any asset of the Plan which is subject to the management of a properly appointed Investment Manager. The Board of Trustees, the Trustee and any properly appointed Investment Manager may execute a letter agreement as a part of this Plan delineating the duties, responsibilities and liabilities of the Investment Manager with respect to any part of the Trust Fund under the control of the Investment Manager.

The limitation on liability described in this Section 15.14 also applies to the acts or omissions of any ancillary trustee or independent fiduciary properly appointed under Section 15.16 of the Plan. However, if a Trustee, pursuant to the delegation described in Section 15.16 of the Plan, appoints an ancillary trustee, the Trustee is responsible for the periodic review of the ancillary trustee's actions and must exercise its delegated authority in accordance with the terms of the Plan. The Employer, the Trustee an ancillary trustee may execute a letter agreement as a part of this Plan delineating any indemnification agreement between the parties.

15.15 INVESTMENT IN GROUP TRUST FUND. At the Employer's discretion, the Trustee, for collective investment purposes, may combine into one trust fund the Trust created under his Plan with the Trust created under any other qualified retirement plan the Employer maintains. However, the Trustee must maintain separate records of account for the assets of each Trust in order to reflect properly each Participant's Accrued Benefit under the plans) = in which he is a Participant.

The Employer specifically authorizes the Trustee to invest all or any portion of the assets constituting the Trust Fund in any group trust fund which at the time of the investment provides for the pooling of the assets of the plans qualified under Code section 401(a). This authorization applies solely to a group trust fund exempt from taxation under Code section 501(a) and the trust agreement of which satisfies the requirements of Revenue Ruling 81-100. The provisions of the

group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan and Trust. The provisions of the group trust fund will govern any investment of Plan assets in that fund.

15.16 APPOINTMENT OF ANCILLARY TRUSTEE OR INDEPENDENT FIDUCIARY. The Employer, in writing, may appoint any person in any state to act as ancillary trustee with respect to a designated portion of the Trust Fund. An ancillary trustee must acknowledge in writing its acceptance of the terms and conditions of its appointment as ancillary trustee. The ancillary trustee has the rights, powers, duties and discretion as the Employer may delegate, subject to any limitations or directions specified in the instrument evidencing appointment of the ancillary trustee and to the terms of the Plan. The investment powers delegated to the ancillary trustee may include any investment powers available under Section 16.03 of the Plan including the right to invest any portion of the assets of the Trust Fund in a common trust fund, as described in Code section 584, or in any collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, but only if the ancillary trust is a bank or similar financial institution supervised by the United States or by a state and the ancillary trustee (or its affiliate, as defined in Code section 1504) maintains the common trust fund or collective investment fund exclusively for the collective investment of money contributed by the ancillary trustee (or its affiliate) in a trustee capacity and which conforms to the rules of the Comptroller of the Currency. The Employer also may appoint as an ancillary trustee the trustee of any group trust fund designated for investment pursuant to the provisions of Section 15.15 of the Plan.

The ancillary trustee may resign its position at any time by providing at least 30 days' advance written notice to the Employer, unless the Employer waives this notice requirement. The Employer, in writing, may remove an ancillary trustee at any time. In the event of resignation or removal, the Employer may appoint another ancillary trustee, return the assets to the control and management of the Trustee or receive such assets in the capacity of ancillary trustee. The Employer may delegate its responsibilities under this Section 15.16 to a Trustee under the Plan, subject to the acceptance by the Trustee of that delegation.

If the U.S. Department of Labor (the "Department") requires engagement of an independent fiduciary to have control or management of all or a portion of the Trust Fund, the Employer will appoint such independent fiduciary, as directed by the Department. The independent fiduciary must accept its appointment in writing and must acknowledge its status as a fiduciary of the Plan.

ARTICLE XVI

INVESTMENT IN INSURANCE OR ANNUITY CONTRACTS

16.01 PURCHASE OF LIFE INSURANCE AND ANNUITY CONTRACTS.

(A) General Rules. The Board of Trustees may direct the Trustee to purchase from an insurance company:

- (1) Ordinary life insurance contracts to the policy anniversary nearest the Normal Retirement Age of any Participant with optional cash settlement or conversion to retirement income in accordance with Section 16.02.
- (2) Retirement income contracts with payment to commence at Normal Retirement Age;
- (3) Annuity contracts with option conversion riders at Normal Retirement Age;
- (4) Any contracts similar to those listed in subparagraphs (1), (2) or (3), including term life insurance contracts.

The insurance company must issue any contract under this Article XVI on the life of the Participant with the Trustee as the named beneficiary. A contract issued under this article XVI may provide a part or all of a Participant's Accrued Benefit under this Plan.

16.02 LIMITATIONS ON LIFE INSURANCE FOR PARTICIPANT'S BENEFIT. The face amount of all ordinary or term life insurance contracts purchased on behalf of each Participant shall in no event be greater than 100 times the anticipated monthly retirement benefit payable at his Normal Retirement Age.

16.03 SELECTION OF LIFE INSURANCE COMPANY, APPLICATION AND TITLE. Each life insurance and annuity contract must be issued by a legal reserve life insurance company which is satisfactory to and selected by the Board of Trustees. Contracts will be consistent with the provisions of this Plan. The Plan Administrator will be the applicant for each contract, and the title to each contract will be wholly in the Trustee. As the applicant, the Plan Administrator will execute any and all application papers and other documents required by the issuing insurance company and satisfactory to the Plan Administrator in connection with the issuance of any contract. Each Participant must execute any and all application papers and other documents required by the issuing insurance company and satisfactory to the Plan Administrator in connection with the issuance of any contract. The Plan Administrator will arrange that all insurance and annuity contracts will have common premium due dates, if possible.

16.04 DIVIDENDS AND REFUNDS. Each contract must provide that any dividends or refunds payable on it will be used and applied in reduction of the next premium due and payable, except that any such dividends or refunds due and payable upon the event of the death

of a Participant on whose life such contract is issued or based will form part of the death proceeds of the contract.

16.05 LIMITATION ON PARTICIPANT'S RIGHT IN INSURANCE OR ANNUITY CONTRACTS. The fact that any contract is issued or based on the life of a Participant will not vest any right, title or interest in such contract in the Participant except at the time and upon the terms and conditions set forth in this Plan. The Trustee is the sole owner of all right, title and interest in and to each such contract, but the Board of Trustees will direct the Trustee as to the exercise of all rights, options and privileges in each such contract.

16.06 INSURANCE COMPANY NOT A PARTY TO AGREEMENT. No insurance company, solely in its capacity as an issuing company, is a party to this Agreement.

16.07 INSURANCE COMPANY RELIANCE ON PLAN ADMINISTRATORS. For the purpose of making application to an insurance company and in the exercise of any right or option contained in any policy, the insurance company may rely upon the signature of the Plan Administrator.

16.08 ACQUITTANCE. An insurance company is discharged from all liability for any amount paid to the Trustee or paid in accordance with the direction of the Trustee, and it is not obliged to see to the distribution or further application of any moneys it so pays.

16.09 DUTIES OF INSURANCE COMPANY. Each insurance company must keep such records, make such indemnification or contracts, funds and accounts within funds, and supply such information as may be necessary for the proper administration of the Plan under which it is carrying insurance benefits.

16.10 CONFLICTS. If there is any conflict between the provisions of this Plan and the terms of an insurance contract purchased by the Trustee, the provisions of the Plan govern.

ARTICLE XVII

MISCELLANEOUS

17.01 EVIDENCE. Anyone required to give evidence under the terms of the Plan may do so by certificate, affidavit, document or other information which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. Both the Board of Trustees and the Trustee are fully protected in acting and relying upon any evidence described under the immediately preceding sentence.

17.02 NO RESPONSIBILITY FOR EMPLOYER ACTION. Neither the Trustee nor the Board of Trustees has any obligation or responsibility with respect to any action required by the Plan to be taken by the Employer, any Participant or eligible Employee, or for the failure of any of the above persons to act or make any payment or contribution, or to otherwise provide any benefit contemplated under this Plan. Furthermore, the Plan does not require the Trustee or the Board of Trustees to collect any contribution required under the Plan, or to determine the correctness of the amount of any Employer contribution. Neither the Trustee nor the Board of Trustees need inquire into or be responsible for any action or failure to act on the part of the others, or on the part of any other person who has any responsibility regarding the management, administration or operation of the Plan, whether by the express terms of the Plan or by a separate agreement authorized by the Plan.

17.03 FIDUCIARIES NOT INSURERS. The Trustee, the Board of Trustees, the Plan Administrator and the Employer do not guarantee, to any extent, the Trust Fund from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from the Trust Fund. The liability of the Board of Trustees and the Trustee to make any payment from the Trust Fund at any time and all times is limited to the then available assets of the Trust.

17.04 WAIVER OF NOTICE. Any person entitled to notice under the Plan may waive the notice, unless the Code or Treasury regulations prescribe the notice.

17.05 SUCCESSORS. The Plan is binding upon all persons entitled to benefits under the Plan, their respective heirs and legal representatives, upon the Employer, its successors and assigns, and upon the Trustee, the Board of Trustees, the Plan Administrator and their successors.

17.06 WORD USAGE. Words used in the masculine also apply to the feminine where applicable, and wherever the context of the Employer's Plan dictates, the plural includes the singular and the singular includes the plural.

17.07 STATE LAW. Kansas law will determine all questions arising with respect to the provisions of this Agreement except to the extent superseded by federal statute. The Employer has specifically exempted itself from the provisions and requirements of Section 13 of the Kansas Statutes Annotated by the passage of a charter ordinance.

17.08 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or with respect to the establishment of the Trust, or any modification or amendment to the Plan or Trust, or in the creation of any Account, or the payment of any benefit, gives any Employee, Employee-Participant or any Beneficiary any right to continue employment, any legal or equitable right against the Employer, or Employee of the Employer, or against the Trustee, or its agents or employees, or against the Plan Administrator, except as provided by the Plan, the Trust or by a separate agreement.

ARTICLE XVIII

EXCLUSIVE BENEFIT, AMENDMENT, TERMINATION

18.01 EXCLUSIVE BENEFIT. Except as provided under Article III and Article X, the Employer has no beneficial interest in any asset of the Trust and no part of any asset in the Trust may ever revert to or be paid to an Employer, either directly or indirectly; nor prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Trust Fund, or any assets of the Trust, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries.

18.02 AMENDMENT BY EMPLOYER.

(A) Amendment of Plan. The Employer has the right at any time and from time to time:

- (1) To amend this Agreement in any manner it deems necessary or advisable in order to qualify (or maintain qualification of) this Plan and the Trust created under it under the provisions of Code section 401(a); and
- (2) To amend this Agreement in any other manner.

No amendment may authorize or permit any of the Trust Fund (other than the part which is required to pay taxes and administration expenses) to be used or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries or estates. No amendment may cause or permit any portion of the Trust Fund to revert to or become the property of the Employer. The Employer also may not make any amendment which affects the rights, duties or responsibilities of the Trustee, the Plan Administrator, or the Board of Trustees without the written consent of the affected Trustee, the Plan Administrator or the affected member of the Board of Trustees. The Employer must make all amendments in writing. Each amendment must state the date to which it either retroactively applies or is prospectively effective.

18.03 DISCONTINUANCE. The Employer has the right, at any time, to suspend or discontinue its contributions under the Plan, and to terminate, at any time, this Plan and the Trust created under this Agreement. The Plan will terminate upon the first to occur of the following:

- (a) The date terminated by action of the Employer; or
- (b) The dissolution or merger of the Employer, unless the successor makes provision to continue the Plan, in which event the successor must substitute itself as the Employer under the Plan.

18.04 FULL VESTING ON TERMINATION. Upon either full or partial termination of the Plan, an affected Participant's right to his Accrued Benefits is 100 percent Nonforfeitable, irrespective of the Nonforfeitable percentage that otherwise would apply under Article VI.

18.05 TERMINATION.

(A) Procedure. Upon termination of the Plan, the distribution provisions of the Plan remain operative, with the following exception: The Participant or the Beneficiary, in addition to the distribution events permitted under the Plan, may elect to have the Trustee commence distribution of his Nonforfeitable Accrued Benefit as soon as administratively practicable after the Plan terminates.

To liquidate the Trust, the Board of Trustees will purchase a deferred annuity contract for each Participant which protects the Participant's distribution rights under the Plan, if the Participant does not elect an immediate distribution. The Trust will continue until the Trustee, in accordance with the direction of the Board of Trustees, has distributed all of the benefits under the Plan.

(B) Freezing Plan/Merger or Transfers. A resolution or amendment to freeze all future benefit accrual but otherwise to continue maintenance of this Plan is not a termination for purposes of this Section 18.05. Furthermore, a merger or direct transfer described in Section 10.04 of the Plan is not a termination for purposes of the special distribution provisions described in Section 18.05(A).

EXECUTION BY EMPLOYER

IN WITNESS WHEREOF, the City of Prairie Village, Kansas has caused this Police Department Retirement Plan to be executed this _____ day of _____, ~~2006~~2013.

THE CITY OF PRAIRIE VILLAGE, KANSAS

By: _____

Ronald L. Shaffer, Mayor

CONSENT BY TRUSTEE

IN WITNESS WHEREOF, the Trustee acknowledges its consent to the adoption of this amendment and restatement of the Plan, agrees to its terms, and agrees to continue in its capacity under the Plan and related Trust.

~~MARSHALL & HERSHEY TRUST~~
BMO HARRIS BANK, N.A.,
Trustee

By: _____

Name: _____

Title: _____

~~APPENDIX A~~

~~SECTION 1.08 CASH VALUES~~

~~Gary L. Pruitt~~ _____ ~~\$44.30~~

CC-1782589v3
CC-1782589v2

Prairie Village, Kansas Police Department Retirement Plan

Summary Plan Description

Restated as of January 1, ~~2006~~2014

Table of Contents

About this Booklet 1

Entering the Plan..... 2

Your Benefits Under this Plan ~~3~~2

Payment of Your Benefits Under this Plan ~~6~~5

Benefit Payment Forms ~~9~~8

Pre-Retirement and Post-Retirement Survivor Benefits ~~11~~10

Other Things You Should Know ~~12~~11

Claims for Benefits..... 13

Definitions ~~15~~14

Plan Information ~~17~~16

About this Booklet / Plan Highlights

This is the summary of your Prairie Village, Kansas Police Department Retirement Plan.

Both you and the City contribute to the cost of the Plan.

Capitalized terms in this booklet have special meanings. See pages ~~15-16~~[14-15](#).

This booklet contains important information about the Plan.

This booklet is only a summary of the actual Plan document. In case of a conflict, the Plan document controls.

THE RETIREMENT PLAN IS AN IMPORTANT PART OF YOUR RETIREMENT PROGRAM. The City of Prairie Village, Kansas (“the City”) is proud to offer to you the Prairie Village, Kansas Police Department Retirement Plan. As a part of your total retirement savings program, the Retirement Plan can help you achieve your retirement goals.

MANDATORY CONTRIBUTIONS. Both you and the City contribute to the cost of the Plan. The Plan requires Employee contributions as a condition of obtaining benefits under the Plan. The City funds the remainder of the cost of providing benefits under the Plan. Employee contributions are required in the following amount:

- ◆ 4% of your annual rate of pay as determined each January 1 (in essence, your Monthly Earnings *times* 12), collected ratably over the 26 pay periods during the year, but
- ◆ In no event more than 4% of your actual compensation paid to you for a payroll period.

Prior to January 1, 2004, the Plan required Employee contributions of 1.09% of Compensation.

SEE THE DEFINITIONS SECTION ON PAGES ~~15-16~~[14-15](#). Capitalized terms used in this booklet have special meanings. Those terms are defined on pages ~~15-16~~[14-15](#) in the section titled, *Definitions*.

RETIREMENT PLAN HIGHLIGHTS. This summary provides information about the unique features of the Retirement Plan. You should read this booklet carefully, so that you will understand the Plan’s rules and the valuable benefits available to you and your beneficiaries.

This summary provides more information particularly about:

- ◆ How you accrue benefits under the Plan,
- ◆ How your benefit is calculated,
- ◆ How you “vest” in your benefit--that is, how your employment with the City is taken into account to make your benefit “nonforfeitable” in the event you terminate your employment with the City prior to retirement,
- ◆ When you are entitled to retirement benefits payable by this Plan, and
- ◆ The forms in which this Plan’s benefits are paid, and the procedures under which you may elect a form of benefit.

THIS BOOKLET IS ONLY A SUMMARY. This booklet is a summary of the Retirement Plan as amended and restated effective as of January 1, ~~2006~~[2014](#). It does not include every detail. Complete details can be found in the official Plan document, which is available for you to review from the City’s Plan Contact person, designated on page ~~17~~[16](#). If there is a conflict between this summary and the terms of

the Plan document, the terms of the Plan document will govern.

Entering the Plan

You become eligible to enter this Plan if you are an Employee (generally, a regular, full-time law enforcement officer) of the City, and complete one year of continuous employment.

Here is an example of how you become eligible to participate in the Plan.

You join the Plan on the first day of the month that coincides with or first follows the date you become eligible.

The Plan has special rules concerning the effect on your eligibility of certain events, such as your termination of employment and rehire. The City's Contact Person (for the Retirement Plan) has more information about these issues.

You join the Plan as of your first day of employment with the City.

Your active participation terminates when you are no longer an Employee.

ELIGIBILITY. You become eligible to join the Plan if you: ~~◆~~ ~~Are~~ are an Employee of the City (generally, a regular, full-time law enforcement officer; see the definitions of capitalized terms like "Employee" on pages

~~◆~~ ~~Complete one year of continuous employment. 15-16), and~~ 14-15).

EXAMPLE 1: ~~Assume you are employed as an "Employee" on May 15, 2003, and you complete one year of continuous employment on May 14, 2004. You are eligible to participate in the Plan on May 15, 2004, if you're still an Employee at that time.~~

BEGINNING YOUR PARTICIPATION. ~~Once you're eligible to join the Plan, you actually become an active Participant on the first day of the month that coincides with, or first follows, the date you become eligible, provided you are still an Employee at that time.~~

EXAMPLE 2: ~~For example, assuming the same facts as in Example 1, you would actively join the Plan on June 1, 2004, if you're still an Employee at that time.~~

~~◆~~
SPECIAL RULES REGARDING PARTICIPATION. ~~The Plan has special rules concerning participation, continued participation, and recommencement of participation of certain eligible Employees. Those rules apply in certain situations, such as when:~~
~~You terminate employment prior to~~ **BEGINNING YOUR PARTICIPATION.** As an eligible Employee, you will become a participant in the Plan as of your first day of employment with the City. Prior to January 1, 2011, Employees were required to have completed one year of continuous service with the City before becoming eligible to participate in the Plan (or after becoming eligible to participate, but prior to your actual participation date), and are later reemployed, and.

~~◆~~ ~~You terminate employment after becoming a Participant but are later rehired.~~

~~If you have questions about these sorts of events, and their effect on your eligibility or continued eligibility to participate, please call or visit the Contact Person designated on page 17.~~

TERMINATION OF PARTICIPATION. Your active participation in this Plan generally terminates on the date you are no longer an Employee. However, if you cease to be an Employee but remain employed by the City, your service for the City other than as an Employee—although disregarded in calculating the amount of your Accrued Benefit—may be taken into account for purposes of your vesting in your Accrued Benefit.

REJOINING THE PLAN AFTER A TERMINATION OF ACTIVE PARTICIPATION. If your active participation in the Plan terminates, but you later again

become an Employee, as a general rule you will rejoin the Plan. ~~However, you don't rejoin the Plan until after you have again been as of the date you again become~~ an Employee ~~for a year~~.

Your Benefits Under This Plan

Your Accrued Benefit under the Plan is the monthly benefit, payable at your Normal, Late or Disability Retirement Date and continuing for the rest of your life (with 120 payments guaranteed).

Your Accrued Benefit is the greatest of the amounts calculated under several alternative formulas. The formula that applies to you depends on when you retire or retired.

If you were an Employee with the City prior to October 31,

YOUR ACCRUED BENEFIT. Your Accrued Benefit is the retirement benefit you have accumulated under the Plan. It is expressed or described as the amount of the benefit:

- ◆ Payable to you every month for the rest of your life,
- ◆ Beginning at your Normal, Late or Disability Retirement Date, and
- ◆ With 120 monthly payments guaranteed.

CALCULATING YOUR ACCRUED BENEFIT. Your Accrued Benefit will be calculated under whichever of the formulas below provides the largest benefit (that is, the benefit with the largest actuarial value):

- ◆ **If You Terminate Employment on or After January 1, 2003...**your Accrued Benefit is calculated as follows:
 - ◆ 2.5% of your Average Monthly Compensation, **times**
 - ◆ Your years of Credited Service (up to a maximum of 25 years; special rules—described later—apply if you have more than 25 years of Credited Service as of January 1, 2003).
- ◆ **If You Terminated Employment prior to January 1, 2003...**your Accrued Benefit is calculated as follows:
 - ◆ 2% of your Average Monthly Compensation, **times**
 - ◆ Your years of Credited Service (up to a maximum of 30 years; 25 years for Plan Years prior to January 1, 1994), **minus**
 - ◆ Your Social Security offset (once you attain age 65).

Your "Social Security offset" is equal to the Credited Service the Plan takes into account, **times** 2% of the Social Security benefits you are or were entitled to at age 65, whether or not you actually began to receive those benefits then.

For purposes of applying this offset, the amount of your Social Security benefits was determined under the Social Security law in effect at the earlier of your Normal Retirement Date or your date of severance for any reason.

- ◆ **If You Were An Employee as of October 31, 1975:** Your Accrued Benefit is a Monthly Retirement Income equal to the

1975, special rules apply to you.

If you had more than 25 years of Credited Service as of January 1, 2003, you were required to make an irrevocable election concerning how you wanted your pension calculated.

Here we define some key terms used in this section of this booklet...

...Average Monthly Compensation...

...Monthly Compensation...

monthly income you would have received at your Normal Retirement Date under the terms of the Prior Plan if such Prior Plan had remained in effect until such date.

TRANSITION RULE FOR SENIOR OFFICERS. If you had more than 25 years of Credited Service as of January 1, 2003, you were required to make an irrevocable election concerning how your pension would be calculated. You had the following two choices:

- ◆ First, to have your Accrued Benefit calculated as 62.5% of your Average Monthly Compensation (determined as of January 1, 2003), in which case no mandatory Employee contributions would be deducted from your compensation after December 31, 2002; or
- ◆ Second, to have your Accrued Benefit calculated under one of the alternative formulas described above, in which case your mandatory Employee contributions would continue; provided, however that in no event would your Accrued Benefit be less than your Accrued Benefit as of December 31, 2002.

COST OF LIVING ADJUSTMENT. If you retired before January 1, 2003, with at least 20 years of Credited Service, your pension payments under the schedule identified above are increased by \$100 per month.

KEY TERMS. This booklet referred above to some key terms in the course of describing how we calculate your Accrued Benefit. Those terms are defined here, rather than on pages ~~15-16~~[14-15](#), for your convenience.

Generally, your Average Monthly Compensation is the highest average of Monthly Compensation in effect for any three (3) consecutive calendar years during which you were an Employee and Participant in the Plan. However, for earlier Plan Years, Average Monthly Compensation was computed differently:

For Plan Years beginning prior to January 1, 1991, the highest average of your *Monthly Compensation* in effect for any five (5) consecutive calendar years during which you were an Employee and a Participant in the Plan.

For Plan Years beginning on or after January 1, 1991 but prior to January 1, 1994, the highest average of *Monthly Compensation* in effect for any four (4) consecutive calendar years during which you were an Employee and Participant in the Plan.

~~For Plan Years beginning on or after January 1, 1994, the highest average of Monthly Compensation in effect for any three (3) consecutive calendar years during which you were an Employee and Participant in the Plan.~~

The basic monthly rate of compensation (excluding all extraordinary

...Credited Service...

compensation, such as overtime). Your Monthly Compensation is determined on January 1, and stays in effect for that calendar year. If your compensation is calculated other than on a monthly basis, Monthly Compensation for a calendar year is your annual rate of compensation, determined on January 1, and divided by 12.

Special rules under the Tax Code limit the Earnings the Plan may take into account for highly compensated Employees.

Generally, the number of years and months for which you are given credit in calculating your Accrued Benefit. Generally, Credited Service is the sum of your *Past Service* and your *Future Service*, but some adjustments may be made to these totals.

“Past Service” is a calculation of your service prior to January 1, 1976. In calculating Past Service, some periods of absence may be taken into account as Past Service and some may not. The Contact Person (designated on page [47-16](#)) can give you more information.

“Future Service” is the calculation of your service after 1975 during which you work as an Employee for (or at the direction of) the City. You are credited with 1/12 of a year of service for all or each portion of a month in which you are employed by the City starting with the date you began your employment through your last day of work. Note, however, that some periods of absence may be taken into account as Future Service and some may not. The Contact Person (designated on page [47-16](#)) can give you more information.

Here are the adjustments that may be made to your total Credited Service:

- ◆ If you previously received a lump sum payment of your accrued pension, the Credited Service taken into account in calculating that benefit is disregarded (that is, you don't get credit for it a second time).
- ◆ Credited Service can never exceed 25 years (unless you retired on or after January 1, 1994 and prior to January 1, 2003, when this limit was 30 years).

Special service crediting rules apply if you're disabled. See the Contact Person for more information (in the case of your disability, see also the section of this booklet discussing disability pensions; page [87](#)).

Here's an example of the Credited Service Calculation.

EXAMPLE 3: You begin employment on February 10, ~~1980-1988~~ and are continuously employed until you retire on March 3, ~~2006~~[2013](#). You receive 10 months of Credited Service in ~~1980-1988~~, [24 years of Credited Service from 1989 through 2012](#) and 3 months of Credited Service in ~~1981 through 2005~~[2013](#). For such, you have total Credited Services of 25.1 years of service, but your maximum pension Credited Service is 25 years.

Payment of Your Benefits Under this Plan

You're entitled to payment of your benefits from this Plan on one of a number of dates.

You are entitled to payment of your Accrued Benefit upon your Normal Retirement Date.

If you remain employed after your Normal Retirement Date, in most cases payment of your Accrued Benefit will be delayed until you terminate employment.

You are eligible for a deferred pension if you terminate employment prior to your Normal Retirement Date, but after becoming at least partially vested in your Accrued Benefit.

You "vest" gradually in the portion of your Accrued Benefit attributable to the City's contributions, over a period of at least 15 years.

EVENTS ENTITLING YOU TO PAYMENT OF YOUR BENEFITS. Your vested Accrued Benefit is payable to you upon your:

- ◆ Normal Retirement Date, or
- ◆ Late Retirement Date (retirement after Normal Retirement Date).

There are also special rules that apply if your employment terminates due to your Total and Permanent Disability. Your Accrued Benefit is also payable to you upon the termination of the Plan, to the extent the benefit is vested (that is, nonforfeitable).

NORMAL RETIREMENT. You are entitled to payment of your Accrued Benefit upon your Normal Retirement Date. However, in order to receive your benefits you must terminate your employment with the City.

LATE RETIREMENT. If you remain employed with the City after your Normal Retirement Date, your Accrued Benefit generally is not payable to you until you terminate your employment.

You may earn additional benefits for your service as an Employee after your Normal Retirement Date. If you continue working for the City after your Normal Retirement Date the Plan will *actuarially increase* your benefit to take into account the deferral of payments from your Normal Retirement Date to the date you actually retire.

PRE-RETIREMENT TERMINATION OF EMPLOYMENT. If you terminate your employment with the City prior to your Normal Retirement Date, but after becoming at least partially "vested" in your Accrued Benefit, you are entitled to a deferred pension; that is, a deferred or delayed payment of your vested Accrued Benefit. (When you are considered "vested" in your Accrued Benefit, it simply means that the "vested" portion is nonforfeitable; you don't forfeit it when you terminate your employment.)

Payment of your vested Accrued Benefit is delayed until your Normal Retirement Date. We calculate your deferred pension benefit the same way we calculate your Normal Retirement Benefit, but you may be entitled to all or only a portion of your Accrued Benefit, depending on your Years of Service for vesting.

You vest gradually in the portion of your Accrued Benefit attributable to the City's contribution, over a period of at least 15 years. As your Years of Service for vesting grow, so too does the vested portion of your Accrued Benefit.

A Year of Service for vesting means a Plan Year during which you worked a total of 12 months as an Employee, for or at the direction of

the City. In the event of certain absences, you'll be deemed to have worked the regular hours you would have worked had you been actively employed (that is, we don't deem you to have worked any overtime). Here's the vesting schedule that applies under the Plan:

Years of Service	"Vested" Percentage
Less than 5 years	0%
5 years, but less than 6	25%
6 years, but less than 7	30%
7 years, but less than 8	35%
8 years, but less than 9	40%
9 years, but less than 10	45%
10 years, but less than 11	50%
11 years, but less than 12	60%
12 years, but less than 13	70%
13 years, but less than 14	80%
14 years, but less than 15	90%
15 years or more	100%

If you terminate employment with the City prior to becoming fully vested, you'll forfeit your nonvested benefit, and the service associated with it.

You're automatically considered 100% vested in your Accrued Benefit if you remain employed by the City until on or after your Normal Retirement Age, your death, or your total and permanent disability.

You're always considered 100% vested in your mandatory Employee contributions. In addition, you may choose to withdraw them upon your pre-retirement termination of employment, but if you do so your Accrued Benefit is reduced.

Here's an example of how the Plan calculates your benefit.

Note that if you terminate employment with the City prior to becoming even partially vested, you will forfeit your Accrued Benefit and your Years of Service for vesting, and your Credited Service, accumulated to that date. If you terminate your employment after becoming partially vested but prior to becoming 100% vested, you will forfeit the nonvested portion of your Accrued Benefit.

You're automatically considered 100% vested in your Accrued Benefit if you:

- ◆ Are employed as an Employee on or after your Normal Retirement Age,
- ◆ Die while an Employee, or
- ◆ Become totally and permanently disabled while you are an Employee.

In addition, you're always considered 100% vested in your mandatory Employee contributions. If you terminate employment prior to your retirement, you may choose to withdraw your mandatory employee contributions (if you want to do this, you must do so within 60 days after your termination) in a single lump sum. But if you do so, then when the Plan begins to pay your monthly pension to you, that monthly benefit is reduced by the value of your mandatory contributions that you withdrew.

EXAMPLE 4: You retire in 2006-2013 on your Normal Retirement Date with 20 years of Credited Service, and Average Monthly Compensation of \$3,750. Your Accrued Benefit is calculated as follows:

$$2.5\% \times \$3,750 = \$93.75$$

times

20 years of Credited Service

equals

\$1875 per month for life (with 120 months guaranteed and 100% vested).

The Plan provides for a disability pension, in the event that you become Totally and Permanently Disabled while an Employee.

DISABILITY PENSION. The Plan provides for disability pension, in the event that you become Totally and Permanently Disabled while an Employee, prior to your retirement.

Your disability pension is equal to your Accrued Benefit, with the monthly amount payable to you reduced by:

- ◆ 1/180th for each of the first 60 months, and
- ◆ 1/360th for each of the next 60 months (and actuarially thereafter for each additional month) by which the commencement date of your disability pension precedes your attainment of age 55.

Payment of the Disability Pension is deferred until the ~~cessation of benefits under the City's long-term disability program~~ end of the six-month period following the occurrence of the event creating your disabling condition, but such period of deferral is included in both your Years of Service for vesting and your Credited Service for purposes of calculating your benefit.

The terms of the Plan as in effect on your termination date govern your benefit.

APPLICATION OF PLAN RULES TO PARTICIPANTS AS OF TERMINATION DATE. Generally ~~speaking~~, the terms of the Plan as in effect on your termination date apply in determining the benefit and other rights available to you.

The Tax Code might require the Plan to make payment to you before you ask for it.

REQUIRED PAYMENTS. The Tax Code might require the Plan to make payment to you prior to your request, in a limited circumstance. The Tax Code will normally require the Plan to begin to make payment to you on April 1 of the calendar year following the later of:

- ◆ The date you cease to be an Employee of the City, or
- ◆ The year you attain age 70½.

You will have an opportunity to roll over to an IRA (or other retirement plan) Plan benefits paid to you in a lump sum.

ROLLOVERS OF BENEFIT PAYMENTS. You are entitled to instruct the Plan to make a direct rollover of all or part of any payment from the Plan that is at least equal to \$200 and is made in a lump sum to an IRA or another retirement plan willing to accept the rollover. Making a direct rollover helps you to defer income tax on the Plan's payment.

Alternatively, you may ask the Plan to make the payment directly to you, and you may then roll over the payment yourself. This also helps you to defer income tax on the payment, but the Plan will be required to withhold 20% of the payment as income tax withholding.

More information regarding your rollover opportunity will be provided to you when your vested Accrued Benefit becomes payable.

Benefit Payment Forms

The Plan pays benefits in a variety of different forms. Generally, you are entitled to select an optional form although if you are married you might need your spouse's consent.

The normal form of benefit for an unmarried Participant is an annuity for the Participant's life only, with 120 monthly payments guaranteed.

The normal form of benefit for a married Participant is a 50% joint and survivor annuity, with your spouse as your beneficiary.

BENEFIT PAYMENT FORMS. The Plan pays benefits in a variety of different forms. There are two "normal" forms of benefit, one for married Participants, and one for unmarried Participants.

There are also several optional forms available, although if you're married you might need your spouse's consent to choose an alternative form.

NORMAL FORMS OF BENEFIT.

◆ **Unmarried Participants.** If you are not married when your retirement benefits begin, the normal form of pension is a monthly benefit commencing on your Disability, Normal, or Late Retirement Date and continuing for the rest of your life, with 120 monthly payments guaranteed (in other words, if you die before the Plan has made 120 monthly payments to you, payments will continue to your beneficiary, in the same amount, until the Plan has made a total of 120 monthly payments). You may, however, elect an available optional form of benefit.

◆ **Married Participants.** If you are married when your retirement benefits begin, generally speaking you will receive your Accrued Benefit in the form of a 50% joint and survivor annuity which provides monthly benefits to you for your life, and if your spouse (to whom you were married when benefits began) survives you, monthly payments in 50% of that amount continue to your spouse for the rest of your spouse's life. This benefit will be the "actuarial equivalent" of the normal form of benefit for an unmarried participant.

You may elect to receive a smaller monthly benefit for your life (it will be the "actuarial equivalent" of the 50% joint and survivor benefit; that is, the same actuarial value), with monthly payments continuing to your spouse after your death in the *same* amount, for the remainder of your spouse's life. Your spouse does not need to consent to your choice of this payment form.

EXAMPLE 5: Assume you are an unmarried Participant with an Accrued Benefit of \$1,000 per month. You retire at your Normal Retirement Date. You will receive a monthly benefit of \$1,000 per month, unless you elect an optional form of benefit.

Assume the same facts, except assume that you are married. You will receive slightly less than \$1,000 per month (say, for purposes of illustration, \$900) for life but if you die before your spouse (to whom you were married when your pension began), your spouse will receive

50% of that amount, or \$450 per month, for the remainder of your spouse's life after your death. If you're married, you will receive this form of benefit unless you validly elect an optional form of benefit, with the consent of your spouse (where necessary).

There are unique optional forms of benefits available, including...

...a single life annuity, with 120 monthly payments guaranteed...

...a single life annuity, with up to 240 monthly payments guaranteed...

...and a joint and survivor annuity.

You will receive an explanation of the Plan's forms of benefit prior to the date your benefits begin.

OPTIONAL FORMS OF BENEFIT. The Plan offers unique optional forms of benefits. They are described in additional detail below. Although the monthly payment to you and, if applicable, your beneficiary may differ depending on the optional form you select, each optional form is the actuarial equivalent (i.e., has the same value, actuarially speaking) of your Accrued Benefit. The optional form differs depending on whether you are married or not married at the time your benefits would begin. The optional forms of benefit are:

- ◆ ***Single Life Annuity with 120 Monthly Payments Guaranteed.*** This form of payment (it's an optional form if you're married; it's the normal form if you're not) pays a monthly benefit to you for your lifetime, but if you die before the Plan has made 120 monthly payments, those monthly payments continue in the same amount to your beneficiary until the Plan has made a total of 120 monthly payments. If you're married you cannot elect this alternate form of payment without the consent of your spouse.
- ◆ ***Single Life Annuity with up to 240 Monthly Payments Guaranteed.*** This form of payment pays a monthly benefit to you for your lifetime, but if you die before the Plan has made the guaranteed number of payments (you select the guarantee period when you retire; the maximum guarantee period is 240 months), those monthly payments continue in the same amount to your beneficiary until the Plan has made monthly payments for the entire guarantee period. If you're married you cannot elect this alternate form of payment without the consent of your spouse.
- ◆ ***Joint and Survivor Annuity.*** This form of payment pays a monthly benefit to you for life, and then monthly payments thereafter for the life of your beneficiary. You select, when you retire, the amount of the monthly benefit payable to your beneficiary in the event of your death (the amount cannot be more than the monthly benefit you received prior to your death).

If the beneficiary named by you dies *prior* to the date your benefits begin, your election of this form of payment shall become void. If the beneficiary dies *after* your monthly benefits have begun, you may not designate an alternative beneficiary.

If you're married you cannot elect this alternate form of payment without the consent of your spouse, unless your spouse is the beneficiary and the survivor benefit percentage you choose is at least 50%.

ELECTING A FORM OF BENEFIT. Between 30 and ~~90~~180 days prior to the date on which your benefits begin you will receive a written explanation of:

- ◆ Each form of payment available,
- ◆ The respective values of each form of payment available,
- ◆ Your right to defer commencement of your benefit payments, and

- ◆ Your right to elect, and the terms and conditions that apply to your election of, one of the optional forms of payment.

Once you have that explanation and election form, you may then make your election.

Pre-Retirement and Post-Retirement Survivor Benefits

The Plan also pays valuable survivor benefits in certain circumstances.

If you die prior to your retirement and while a Participant in the City's employ, your beneficiary receives a benefit equal to your vested pension, less the value of life insurance proceeds payable under the City's life insurance program.

If you die prior to your retirement and while no longer an employee of the City, your beneficiary's survivor benefit depends on when you die.

If you die after becoming Totally and Permanently Disabled the survivor benefit is calculated differently.

SURVIVOR BENEFITS GENERALLY. The Plan pays a survivor benefit in certain circumstances. Whether a survivor benefit is payable depends on:

- ◆ When you die,
- ◆ Whether you're employed by the City when you die, and
- ◆ Whether you're vested when you die.

PRE-RETIREMENT SURVIVOR BENEFITS.

If you die:

- ◆ Prior to retirement, and
- ◆ While a Participant in the employ of the City,

your beneficiary will be entitled to a ***pre-retirement survivor benefit***. The survivor benefit is equal to the present value of your vested Accrued Benefit. However, this amount will be reduced by any amount of life insurance benefits that your beneficiary receives that are provided by the City for you or on your behalf by or under the Plan.

If you die:

- ◆ Prior to retirement, and
- ◆ While ***no longer*** an employee of the City (for reasons other than normal retirement or Total and Permanent Disability),

your beneficiary receives a ***pre-retirement survivor benefit***. The amount of the benefit depends on when you die, after leaving the City's employ. If you die **within 31 days** after leaving the City's employ, the benefit is calculated in the same manner as the benefit payable to the beneficiaries of participants who die while in the City's employ (see the discussion above).

If you die **after 31 days** after leaving the City's employ, and the Plan has not already paid out the lump sum value of your vested Accrued Benefit, the benefit is equal to the lump sum value of your vested Accrued Benefit (less any mandatory employee contributions you previously withdrew).

If you die after becoming Totally and Permanently Disabled, and while your disability pension is deferred, your beneficiary receives a ***pre-retirement survivor benefit***. The benefit is calculated in the same manner as the benefit payable to the beneficiaries of participants who die while in the City's employ (see the discussion above).

POST-RETIREMENT SURVIVOR BENEFITS. If you die while receiving pension benefits from the Plan, the benefits (if any) payable to your survivors depends on the form in which your benefits were being paid when you died.

Other Things You Should Know

Your Accrued Benefit may not be garnished, assigned, sold or encumbered in any way...

...except pursuant to a “qualified domestic relations order.”

The City may amend, terminate or “freeze” the Plan at any time.

The Plan is sponsored by the City, but key actions are taken by the Board of Trustees.

MAXIMUM BENEFIT LIMITS. The Tax Code imposes limits on the amount of benefits you can accumulate under the Plan. It is unlikely these limits will apply to you, and the rules under which the limits apply are complex. If you would like more information about these rules, please call or visit the Contact Person listed on page [47-16](#).

ASSIGNMENT OF YOUR BENEFIT PAYMENTS. Generally, your benefits under the Plan:

- ◆ Are not subject to the claims of your creditors, and
- ◆ May not be assigned, sold, pledged as collateral or otherwise encumbered.

An exception to this rule applies where a court assigns all or a portion of your benefits to an “alternate payee” under a special court order called a “qualified domestic relations order.” The Board of Trustees has more information about “qualified domestic relations orders,” and at your request will supply you, at no charge, with a copy of the Plan’s procedures for processing and applying such orders.

THE CITY MAY AMEND, TERMINATE OR OTHERWISE DISCONTINUE THE PLAN AT ANY TIME. The City has the right at any time to:

- ◆ Amend the Plan,
- ◆ Terminate the Plan, or
- ◆ Discontinue (“freeze”) contributions to the Plan.

If at the time the Plan is terminated or “frozen” you are not vested in your Accrued Benefit, you will normally automatically become fully vested in your Accrued Benefit, at least to the extent the benefit is funded.

THE PLAN GIVES YOU NO RIGHT TO EMPLOYMENT. The Plan does not constitute a contract between you and the City, nor is it consideration or an inducement for your employment. Nothing contained in the Plan gives you the right to be retained in the service of the City.

THE PLAN SPONSOR AND ADMINISTRATOR. The Plan is sponsored by the City, but many key actions—such as acting on claims for benefits—are taken by the Board of Trustees. See page [47-16](#) for the identity of the Board of Trustees.

The Board of Trustees has the discretion to interpret the Plan and determine all questions arising under the Plan.

The Board of Trustees has the discretion to interpret the Plan and determine all questions (including questions of fact) that may arise under the Plan relating to:

- ◆ Your eligibility to participate in the Plan,
- ◆ The amount of benefits to which you or your beneficiary may become entitled, and
- ◆ All questions arising in the administration, interpretation and application of the Plan.

All such determinations shall be final, conclusive and binding, and are not to be affected by any apparent or actual conflict of interest on the part of the Board of Trustees.

Claims for Benefits

If your claim for benefits is denied, you may appeal the denial to the Board of Trustees.

The claim denial notice will set forth specific information concerning the claim and the reasons for the denial.

APPEALING A CLAIM FOR BENEFITS.

In the event your claim for benefits under the Plan is denied, in whole or in part, the Board of Trustees will provide to you a written notice within **60 days** after it receives your claim. These deadlines may be extended, but you will be provided notice--before the initial deadline lapses--about the need for an extension, and the duration of the extension. There are limits under the law regarding the duration of an extension.

Notice of Claim Denial. The notice of claim denial will set forth:

- ◆ The specific reason or reasons for the denial,
- ◆ Specific references to the pertinent Plan provisions on which the denial is based,
- ◆ A description of any additional material or information necessary for you to perfect the claim and an explanation as to why such material or information is necessary,
- ◆ If, in the case of a claim for disability benefits, the Board of Trustees relied upon an internal rule, guideline, protocol or other similar criterion, a statement that such rule, guideline, etc. will be furnished to you upon your request, and
- ◆ An explanation of the Plan's claim procedure.

Within 75 days after receipt of the above material, you will have a reasonable opportunity to appeal the claim denial to the Board of Trustees for a full and fair review. You or your authorized representative may:

- ◆ Request a review upon written notice to the Board of Trustees,
- ◆ Review pertinent documents, and

You may appeal the denial of the claim. Appeals usually are decided promptly, unless special circumstances compel a delay.

- ◆ Submit issues and comments in writing.

Action on Your Appeal. A decision by the Board of Trustees will be made not later than 60 days after it receives your request for review. The review may be delayed if special circumstances require an extension of time for processing, and you are notified of the delay not later than the end of the initial decision period. In no event may the Board of Trustees render a decision respecting a denial for a claim for benefits later than 120 days after its receipt of a request for review.

The appeal will not be decided by anyone who participated in the initial action on the claim, nor by anyone who is subordinate to anyone who participated in the initial action on the claim. If, in the case of a claim for disability benefits, the Board of Trustees relies upon the medical judgment of an expert, that expert will not be the same expert who was involved in the initial action on the claim.

The Board of Trustees' decision on review will be written and will include:

- ◆ Specific reasons for the decision, written in a manner calculated to be understood by you, with
- ◆ Specific references to the pertinent Plan provisions on which the decision is based, and
- ◆ A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits, and
- ◆ If, in the case of a claim for disability benefits, the Board of Trustees relied upon an internal rule, guideline, protocol or other similar criterion, a statement that such rule, guideline, etc. will be furnished to you upon your request.

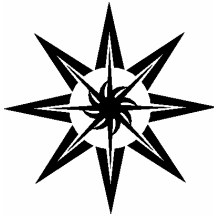
Definitions

Accrued Benefit...	The monthly retirement benefit, payable for the remainder of your life and beginning at your Normal Retirement Date, that you earn under the Plan. See pages 3-4 2-3 for a discussion about how your Accrued Benefit is calculated.
Average Monthly Compensation...	Generally, the highest average of any three, four or five (as applicable) consecutive determinations of "Monthly Compensation" during which you were an Employee and a Participant in the Plan. This term is defined more completely on page 4.
City...	The City of Prairie Village, Kansas.
Compensation...	<p>For purposes of determining the amount of your mandatory Employee contributions; the wages, salaries and other amounts received (whether or not paid in cash) for personal services actually rendered in the course of employment with the City, but only to the extent includible in gross income and excluding compensation for overtime. Compensation does <i>not</i> include:</p> <ul style="list-style-type: none"> ◆ City contributions to a plan of deferred compensation to the extent the contributions are not included in your gross income for the taxable year in which contributed, and any distributions from a plan of deferred compensation, regardless of whether such amounts are includible in your gross income when paid; ◆ Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that premiums are not includible in your gross income), or contributions made by the City (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Code section 403(b) (whether or not the contributions are excludable from your gross income) and Employee contributions "picked up" by the City and treated as City contributions.
Credited Service...	Your service with the City that is taken into account in calculating your Accrued Benefit. This term is defined more completely on pages 4-5.
Employee...	All police officers employed by the City, assigned to or by the police department, and engaged in the enforcement of law and maintenance of order, excluding, however, "leased employees" as defined in the Tax Code and independent contractors (even if such a contractor is later reclassified by the IRS or other state or federal agency or court as a common law employee). Employees on an approved leave of absence, including FMLA leave, will be treated as Employees if they would otherwise have qualified as Employees but for the leave of absence.
Late Retirement Date...	The first day of the month coincident with or immediately following the Participant's date of termination after Normal Retirement Date.
Monthly Compensation...	This term is defined on page 4.

Normal Retirement Age...	The earlier of (i) the completion of 20 years of Credited Service or (ii) attainment of age 55 and 5 years of participation in the Plan.
Normal Retirement Date...	The first day of the month coincident with or first following the Normal Retirement Age.
Participant...	A person who has become eligible to participate in this Plan, and who has an Accrued Benefit under the Plan.
Plan...	The Prairie Village, Kansas Police Department Retirement Plan
Plan Year...	The 12-month period ending on December 31.
Total and Permanent Disability / Totally and Permanently Disabled...	<p>A physical or mental condition arising after your original date of employment and which affects you as follows:</p> <ul style="list-style-type: none"> ◆ During <u>The condition affects you during</u> the first two (2) years after such condition arises <u>and, because of such condition,</u> you are unable to perform the duties of the occupation in which you were engaged at the date of disability; <u>and thereafter you are unable to perform the duties of any gainful occupation for which you are reasonably suited by education, training and experience, except for the purpose of rehabilitation not incompatible with a finding of total and permanent disability</u> <u>a commissioned police officer.</u> ◆ The determination as to whether you are Totally and Permanently Disabled shall be made (i) on medical evidence by a licensed physician designated by the Board of Trustees; or (ii) on evidence that you are eligible for disability benefits under any long-term disability plan sponsored by the City but administered by an independent third party; or (iii) on evidence that you have qualified for disability benefits under the Social Security Act in effect at the date of disability. ◆ Total and Permanent Disability shall exclude disabilities arising from: (i) chronic and excessive use of intoxicants, drugs or narcotics; (ii) a proven felonious act or enterprise on the part of the Participant; or (iii) military service when you are eligible to receive a government-sponsored military disability pension.
Year of Service...	For determining your level of vesting, a Plan Year during which an Employee worked a total of 12 months for or at the direction of the City. During certain absences for which service credit is granted, the Employee is credited with hours he or she would have customarily worked (excluding overtime).

Plan Information

Plan Name:	Prairie Village, Kansas Police Department Retirement Plan
Plan Number:	002
Plan Sponsor:	The City of Prairie Village, Kansas 7700 Mission Road Prairie Village, KS 66208
Plan Sponsor's Tax Identification Number:	48-6077081
Type of Plan:	The Plan is a defined benefit pension plan qualified under Code Section 401(a).
Funding:	The Plan is financed with contributions made by the City and mandatory Employee contributions. Money necessary to finance the Plan is deposited into a trust fund.
Plan Administrator:	The Plan Administrator is the City.
Board of Trustees	The members of the Plan's "Board of Trustees" are: Sgt. Tim Schwartzkopf Steve Noll , Ivan Washington and James Whittier and Scott Heying .
Contact Person:	The City Administrator or the City Administrator's designee.
Service of Legal Process:	Legal process may be served on the City Clerk.
Trustee:	Marshall BMO Harris Bank & Isley Trust Company 4717 Grand Ave., Suite 400 Kansas City, MO 64112-2257
Plan Records:	Plan records are kept on the basis of the 12-month period beginning January 1 and ending the ensuing December 31.



MAYOR

Council Meeting Date: November 13, 2013

Consent Agenda: Consider Proclamation in celebration of Maxine Renz 100th Birthday

RECOMMENDATION

Recommend the City Council authorize the Mayor to execute a proclamation commemorating the 100th Birthday of Prairie Village resident Maxine Renz.

BACKGROUND

Mayor Shaffer has been asked by family to issue a proclamation in commemoration of the 100th birthday of Prairie Village resident Maxine Renz. Maxine will celebrate her 100th birthday on January 1, 2014

ATTACHMENT

Proclamation

PREPARED BY

Joyce Hagen Mundy, City Clerk

DATE

November 13, 2013

CITY OF PRAIRIE VILLAGE

Proclamation

Whereas, Maxine Ruth Renz was born on January 1, 1914 in Kansas City, Kansas; and

Whereas, Maxine has been a resident of Johnson County since 1951, raising a son, Steve and daughter, Janet; and

Whereas, Maxine went to work for School District 110 in 1956 as the secretary for the school district superintendent; and

Whereas, upon the merger of School District 110 with the Shawnee Mission School District #512 Maxine continued to serve as secretary to the superintendent until her retirement in 1985 at the young age of 71;

Whereas, Maxine currently resides in the City of Prairie Village at Kenilworth. It is my privilege and honor to send you best wishes as you celebrate your 100th birthday and hope that you will enjoy this momentous occasion with your family and friends.

Now, therefore, I, Ron Shaffer, Mayor of the City of Prairie Village, Kansas, do hereby proclaim January 1, 2014 as

MAXINE RUTH RENZ DAY

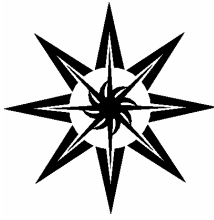
in Prairie Village, and urge all citizens to join with Maxine in celebration of her 100th birthday and appreciation for all that she has brought to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 18th day of November, 2013.

Mayor Ronald L. Shaffer

City Clerk

Date



POLICE DEPARTMENT

Council Committee Meeting Date: November 18, 2013

Council Meeting Date: November 18, 2013

COU2013-43: Consider Licensing Amendment to Ordinances Regulating Security Licenses and License Agents (5-401, 5-405, 5-407)

RECOMMENDATION

Staff recommends the City Council adopt an Ordinance amending the requirements of Security Agents to be licensed to patrol and carry weapons within the City.

COUNCIL ACTION REQUESTED ON:

November 18, 2013

SUGGESTED MOTIONS

Move to approve proposed amendments as specified to Ordinance 5-401, 5-405, and 5-407.

BACKGROUND

The Ordinance amendment(s) makes two changes to the licensing requirements for security agents within the City. First, the ordinance now specifies qualification training requirements for security agents carrying firearms. Second, the certification of agent qualifications has been revised to reflect language adopted from Kansas Statutes for police officer standards. The proposed amendments were reviewed by the City Attorney, Police Department, and current security services for input.

PREPARED BY

Wes Jordan

Chief of Police

Date: November 13, 2013

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER V OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED “BUSINESS REGULATIONS” BY AMENDING ARTICLE 4 ENTITLED “SECURITY POLICE LICENSES AND LICENSE AGENTS” BY AMENDING SECTION 5-401 ENTITLED “DEFINITIONS” AND SECTION 5-405 ENTITLED “LICENSE REQUIREMENTS FOR AGENTS” AND SECTION 5-407 ENTITLED “CERTIFICATION OF AGENT QUALIFICATIONS”.

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

Section I

Article 4, Section 5-401, entitled “Definitions” is hereby amended by repealing Section 5-401 and enacting in lieu thereof a new Section 5-401 to read as follows:

- 5-401. DEFINITIONS.** When the terms set forth below are used in this article, the following definitions shall apply, unless the context otherwise requires:
- (a) License -- A certificate granting permission for a person to operate a security service.
 - (b) License Agent – means that a licensed holder for the operation of a security service has hired an agent to conduct security services on behalf of their company.
 - (c) Person -- Any individual, partnership, proprietorship, association, firm, corporation or other business entity.
 - (d) Security Agent -- Any individual who is employed by a security service to guard, watch, patrol or otherwise attempt to provide security for any individual(s) or the real or personal property of any person.
 - (e) Service -- Any person engaged for hire in the business of guarding, watching, patrolling or otherwise attempting to provide security for any individual(s) or the real or personal property of another person.
 - (f) Certified Firearms Instructor – A firearms safety instructor that is:
 - (i) certified by the National Rifle Association as a Certified Personal Protection Instructor or a Certified Pistol Instructor, or;
 - (ii) a federal, state, or municipal law enforcement firearms instructor, or;
 - (iii) certified by the Kansas Attorney General as qualified to train private detectives in the handling of firearms and the lawful use of force pursuant to K.S.A. 75-7b21.

Section II

Article 4, Section 5-405 entitled “License Requirements For Agents” is hereby amended by amending section 5-405(C) to read as follows:

5-405. LICENSE REQUIREMENTS FOR AGENTS.

~~(e) If the agent will carry a firearm and it is to be concealed in the course of their assigned duty, it must be in accordance with K.S.A. 75-7b17;~~

(c) If the agent will carry a firearm in the course of their assigned duty, the agent must provide either:

(1) qualified by a Certified Firearms Instructor, or;

(2) proof that the agent possesses a valid Class A Private Security License with Firearms Qualification issued by the Kansas City, Missouri Board of Police Commissioners.

Section III

Article 4, Section 5-407, entitled “Certification of Agent Qualifications” is hereby amended by repealing Section 5-407 and enacting in lieu thereof a new Section 5-407 to read as follows:

5-407. CERTIFICATION OF AGENT QUALIFICATIONS.

(a) The license holder shall certify to the City that all agents working for them have been the object of a “complete and diligent background investigation” to determine if they meet the minimum requirements of the City.

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

(1) Is not less than 18 years of age [applicants must be 21 or over to carry a firearm as part of their duties];

(2) Is of good moral character;

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

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

(3) Is a United States citizen;

(4) has been fingerprinted and a search of local, state and national fingerprint files has been made to determine whether the applicant has a criminal record;

(5) has not been convicted, does not have an expunged conviction, and on and after July 1, 1995, has not been placed on diversion by any state or the federal government for a crime which is a felony or its equivalent under the uniform code of military justice;

(6) has not been convicted, does not have an expunged conviction, has not been placed on diversion by any state or the federal government for a misdemeanor crime of domestic violence or its equivalent under the uniform code of military justice, when such misdemeanor crime of domestic violence was committed on or after the effective date of this act;

(7) is the holder of a high-school diploma or furnishes evidence of successful completion of an examination indicating an equivalent achievement;

(8) is free of any physical or mental condition which might adversely affect the applicant's performance of a police officer's or law enforcement officer's duties; and

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

Section IV

This Ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ day of _____, 2013.

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy
City Clerk

Catherine P. Logan
City Attorney

ORDINANCE 2297

AN ORDINANCE AMENDING CHAPTER V OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED “BUSINESS REGULATIONS” BY AMENDING ARTICLE 4 ENTITLED “SECURITY POLICE LICENSES AND LICENSE AGENTS” BY AMENDING SECTION 5-401 ENTITLED “DEFINITIONS” AND SECTION 5-405 ENTITLED “LICENSE REQUIREMENTS FOR AGENTS” AND SECTION 5-407 ENTITLED “CERTIFICATION OF AGENT QUALIFICATIONS”.

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

Section I

Article 4, Section 5-401, entitled “Definitions” is hereby amended by repealing Section 5-401 and enacting in lieu thereof a new Section 5-401 to read as follows:

- 5-401. DEFINITIONS.** When the terms set forth below are used in this article, the following definitions shall apply, unless the context otherwise requires:
- (a) License -- A certificate granting permission for a person to operate a security service.
 - (b) License Agent -- means that a licensed holder for the operation of a security service has hired an agent to conduct security services on behalf of their company.
 - (c) Person -- Any individual, partnership, proprietorship, association, firm, corporation or other business entity.
 - (d) Security Agent -- Any individual who is employed by a security service to guard, watch, patrol or otherwise attempt to provide security for any individual(s) or the real or personal property of any person.
 - (e) Service -- Any person engaged for hire in the business of guarding, watching, patrolling or otherwise attempting to provide security for any individual(s) or the real or personal property of another person.
 - (f) Certified Firearms Instructor -- A firearms safety instructor that is:
 - (i) certified by the National Rifle Association as a Certified Personal Protection Instructor or a Certified Pistol Instructor, or;
 - (ii) a federal, state, or municipal law enforcement firearms instructor, or;
 - (iii) certified by the Kansas Attorney General as qualified to train private detectives in the handling of firearms and the lawful use of force pursuant to K.S.A. 75-7b21.

Section II

Article 4, Section 5-405 entitled "License Requirements For Agents" is hereby amended by amending section 5-405(c) to read as follows:

5-405. LICENSE REQUIREMENTS FOR AGENTS.

(c) If the agent will carry a firearm in the course of their assigned duty, the agent must provide either:

- (1) qualified by a Certified Firearms Instructor, or;
- (2) proof that the agent possesses a valid Class A Private Security License with Firearms Qualification issued by the Kansas City, Missouri Board of Police Commissioners.

Section III

Article 4, Section 5-407, entitled "Certification of Agent Qualifications" is hereby amended by repealing Section 5-407 and enacting in lieu thereof a new Section 5-407 to read as follows:

5-407. CERTIFICATION OF AGENT QUALIFICATIONS.

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

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

- (1) Is not less than 18 years of age [applicants must be 21 or over to carry a firearm as part of their duties];
- (2) Is of good moral character;
- (3) Is a United States citizen;
- (4) has been fingerprinted and a search of local, state and national fingerprint files has been made to determine whether the applicant has a criminal record;
- (5) has not been convicted, does not have an expunged conviction, and on and after July 1, 1995, has not been placed on diversion by any state or the federal government for a crime which is a felony or its equivalent under the uniform code of military justice;
- (6) has not been convicted, does not have an expunged conviction, has not been placed on diversion by any state or the federal government for a misdemeanor crime of domestic violence or its equivalent under the uniform code of military justice, when such misdemeanor crime of domestic violence was committed on or after the effective date of this act;
- (7) is the holder of a high-school diploma or furnishes evidence of successful completion of an examination indicating an equivalent achievement;
- (8) is free of any physical or mental condition which might adversely affect the applicant's performance of a police officer's or law enforcement officer's duties; and

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

Section IV

This Ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ day of _____, 2013.

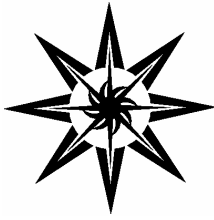
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy
City Clerk

Catherine P. Logan
City Attorney



PLANNING COMMISSION

Council Meeting Date: November 18, 2013

PC2013-08 Consider a Request for Rezoning 3101 West 75th Street from R-1a (Single Family Residential) to RP-1b (Planned Single Family Residential) and Approving a Preliminary Development Plan.

RECOMMENDATION

Recommend the Governing Body approve the requested rezoning and the revised Preliminary Development Plan subject to 16 conditions with the following three deviations from ordinance requirements granted:

- 1) Reduce the front yard setback from 30 feet to 15 feet.
- 2) Increase the lot coverage from 30% to 35%.
- 3) Reduce the lot depth from 100 feet to 99 feet and that the required rear yard setback of 25 feet be retained.

BACKGROUND

The applicant is proposing a planned single family residential in-fill project at 3101 West 75th Street requiring rezoning from R-1a to RP-1b for a proposed development named Chadwick Court. Upon approval of the preliminary development plan by the Governing Body, the applicant is then authorized to prepare a final development plan which is then submitted to the Planning Commission for final approval.

The Governing Body considered the recommendation of the Planning Commission at its regular meeting on October 7, 2013. After hearing a presentation from the applicant, they voted to return the item to the Planning Commission for reconsideration of two of the requested deviations which are to reduce the rear yard setback from 25 feet to 20 feet and to increase the lot coverage from 30% to 35%.

The applicant has revised the preliminary development plan increasing the size of Lots 1 and 4 from 7,821 square feet to 8,811 square feet; increasing the size of Lots 2 and 5 from 7,821 square feet to 8,119 square feet; and decreasing the size of Lots 3 and 6 from 9,753 square feet to 9,405 square feet. The primary reason for adjusting the lot sizes is to be able to provide three-car garages on Lots 1, 3, 4, and 6. The modification of the lot lines increases the area of Lots 1, 2, 4, and 5 which is positive regardless of whether the Governing Body approves the 35% lot coverage and the 20-foot rear yard setback.

The Planning Commission reconsidered the application at their November 5th meeting. They questioned the need for 3-car garages in a development that was being marketed to “empty nesters” especially considering the lot size limitations.

They also expressed concern with the location of the proposed fence and its impact on the already reduced rear yard. The Commission approved the changes in the lot sizes and the requested increase in lot coverage to 35% but denied the requested rear yard setback reduction from 25 feet to 20 feet.

In addition to the above, the following conditions need to be included in a favorable action to approve the Preliminary Development Plan for Chadwick Court:

1. That a revised storm drainage plan be submitted to Public Works for their review and approval prior to the submission of the final plan. This will determine the size of the detention facility and how it will connect to the existing storm sewer system.
2. That the internal streets be private, and be built to City standards in terms of pavement depth and materials. The plans and specifications shall be reviewed and approved by Public Works.
3. That the applicant dedicate 10 feet of additional right-of-way for 75th Street and move the lots further south 10 feet.
4. That the plan as submitted be revised based on the requirements of the Planning Commission, be approved as the preliminary plan and be the basis for the preparation of the final plan.
5. That the property be platted prior to obtaining any building permits.
6. That the Homes Association agreement be submitted with the final plan guaranteeing the maintenance of the private street and stormwater detention area designated as Tract A.
7. That the existing trees and vegetation along the east and west property lines be preserved and protected during construction.
8. That a landscape plan be submitted with the Final Plan.
9. That any subdivision identification sign be submitted to the Planning Commission for approval.
10. That the applicant add the area on the east and west ends of the hammerhead cul-de-sac to Lots 3 and 6 to increase their area.

11. That the Preliminary Development Plan be revised based upon the action of the Planning Commission prior to it being submitted to the Governing Body for its consideration.
12. The building elevation and floor plan be approved as the concept plan for the development.

The Planning Commission deferred taking action on the plat until such time as the Governing Body approves the RP-1B zoning change. If changes occur to the Preliminary Development Plan then the plat will need to change also and be resubmitted.

No protest petition has been submitted; therefore, a simple majority vote of the Governing Body (seven votes) is required for approval.

The Governing Body shall make its findings of fact based on the "Golden Factors" and either:

- A. Adopt the recommendation of the Planning Commission and approve the rezoning and Revised Preliminary Development Plan or revise the conditions of approval which requires a simple majority of the Governing Body (seven votes), or
- B. Override the recommendation of the Planning Commission by a simple majority vote of the Governing Body, and deny the rezoning and Preliminary Development Plan, or
- C. Continue the item to a designated meeting by a simple majority of the members present

ATTACHMENTS

Planning Commission Minutes - September 10, 2013 & November 5, 2013
Staff Report on PC2013-08 - Dated 11/5/2013
Preliminary Plans
Proposed Ordinance

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: November 11, 2013

ORDINANCE _____

AN ORDINANCE REZONING PROPERTY LOCATED AT 3101 WEST 75TH STREET, PRAIRIE VILLAGE, KANSAS FROM R-1A (SINGLE FAMILY RESIDENTIAL DISTRICT) TO RP-1B (PLANNED SINGLE FAMILY RESIDENTIAL DISTRICT) AND DIRECTING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF PRAIRIE VILLAGE, KANSAS; AND REINCORPORATING SAID ZONING MAP BY REFERENCE.

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

Section I. Planning Commission Recommendation.

That having received a recommendation from the Planning Commission; having found favorably on the findings of fact, proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Zoning Regulations of the City of Prairie Village, Kansas, the zoning classification or districts of the lands hereinafter legally described are changed from R-1a (Single Family Residential District) to RP-1b (Planned Single Family Residential District) and a Preliminary Development Plan is adopted as set forth in Sections II and III.

Section II. Rezoning of Property.

That the real estate located at 3101 West 75th Street, Prairie Village, Kansas, and hereinafter described, to Wit: SOMERSET HILLS LT A & PT 22-12-25 W .72' E 225' NE1/4 SW1/4 LYING W LT A LYING WITHIN SEW DIST PVC 592 138 commonly referred to as

3101 West 75th Street, Prairie Village, Kansas

is hereby rezoned in its entirety from R-1a, Single Family Residential District to RP-1b Planned Single Family Residential District.

Section III. Preliminary Development Plan.

That a revised Preliminary Development Plan as presented to the Planning Commission on November 5, 2013 is hereby approved subject to the following conditions:

1. That the front yard setback be 15 feet.
2. That the rear yard setback be 25 feet.
3. That the lot coverage be 35%.
4. That the lot depth be 99 feet.
5. That a revised storm drainage plan be submitted to Public Works for their review and approval prior to the submission of the final plan. This will determine the size of the detention facility and how it will connect to the existing storm sewer system.
6. That the internal streets be private, and be built to City standards in terms of pavement depth and materials. The plans and specifications shall be reviewed and approved by Public Works.

7. That the applicant dedicate 10 feet of additional right-of-way for 75th Street and move the lots further south 10 feet.
8. That the plan as submitted be revised based on the requirements of the Planning Commission, be approved as the preliminary plan and be the basis for the preparation of the final plan.
9. That the property be platted prior to obtaining any building permits.
10. That the Homes Association agreement be submitted with the final plan guaranteeing the maintenance of the private street and stormwater detention area designated as Tract A.
11. That the existing trees and vegetation along the east and west property lines be preserved and protected during construction.
12. That a landscape plan be submitted with the Final Plan.
13. That any subdivision identification sign be submitted to the Planning Commission for approval.
14. That the applicant add the area on the east and west ends of the ends of the hammerhead cul-de-sac to Lots 3 and 6 to increase their area.
15. That the Preliminary Development Plan be revised based upon the action of the Planning Commission prior to it being submitted to the Governing Body for its consideration.
16. That the building elevation and floor plan be approved as the concept plan for the development.

Section IV. Reincorporation By Reference of Prairie Village, Kansas, Zoning District Map as Amended.

That the Official Zoning District Map of the City is hereby amended in accordance with Section II, of this ordinance and is hereby reincorporated by reference and declared to be the Official Zoning District Map of the City as provided for and adopted pursuant to the provisions of Section 19.04.010 of Title 19 Zoning of the Prairie Village Zoning Regulations.

Section V. Take Effect.

That this ordinance shall take effect and be in force from and after its publication in the official City newspaper as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF NOVEMBER, 2013.

Mayor Ronald L. Shaffer

ATTEST:

APPROVED AS TO FORM

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

**EXCERPT
PLANNING COMMISSION MINUTES
November 5, 2013
on PC2013-08**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 5, 2013, in the fellowship hall of Village Presbyterian Church at 6641 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Randy Kronblad, Nancy Wallerstein, Gregory Wolf and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Danielle Dulin, Assistant to the City Administrator; Keith Bredehoeft, Public Works Director, Jim Brown, Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary. Also present was Andrew Wang Council liaison.

APPROVAL OF MINUTES

The following corrections were made to the September 10, 2013 minutes:

- Page 2 - Bob Royer's address should be **7805** not 7005 Mission Road
- Page 4 - 3rd paragraph RP-1 Districts should be "**RP-1b Districts**"
- Page 20 - 2nd paragraph Paul Warbe should be "**Paul Wrablica**"

Randy Kronblad moved the approval of the Planning Commission minutes of September 10, 2013 with the corrections noted above. The motion was seconded by Nancy Vennard and passed 5 to 0 with Greg Wolf abstaining due to his absence at that meeting.

PUBLIC HEARING

Ron Williamson stated that the Governing Body has returned PC2013-08 - Request for Rezoning of the property at 3101 West 75th Street from R-1a to RP-1b for reconsideration specifically of the two requested deviations that were denied by the Planning Commission. The two deviations that were denied by the Planning Commission were a reduction in the rear yard setback from 25 feet to 20 feet and an increase in the lot coverage from 30% to 35%. Mr. Royer made a presentation to the Governing Body stating that in order to market the lots to builders they have been negotiating with, a larger footprint is needed. A motion was made by the Governing Body to approve the rezoning with all of the requested deviations; however, it failed to meet the two-thirds vote requirement to override the Planning Commission recommendation. The Governing Body then moved to return the item for reconsideration to the Planning Commission on the basis that there was no neighborhood opposition and Village Vision encourages higher density and intensity infill development.

Mr. Williamson noted the applicant has revised the preliminary development plan increasing the size of Lots 1 and 4 from 7,821square feet to 8,811 square feet;

increasing the size of Lots 2 and 5 from 7,821 square feet to 8,119 square feet; and decreasing the size of Lots 3 and 6 from 9,753 square feet to 9,405 square feet. The primary reason for adjusting the lot sizes is to be able to provide three-car garages on Lots 1, 3, 4, and 6. The modification of the lot lines increases the area of Lots 1, 2, 4, and 5 which is positive regardless of whether the Commission approves the 35% lot coverage and the 20-foot rear yard setback.

Mr. Williamson stated after reconsidering the application, the Commission may resubmit its original application or submit a new or amended recommendation.

Robert Royer, 7805 Mission Road, stated the revised plans submitted to the Commission have incorporated the additional 10' right-of-way and show the proposed size and floor plan of houses on those lots. All six lots have the same floor plan with the four corner lots having three-car garages, instead of two-car garages. He has contacted two builders who are interested in building the homes if they are allowed to have the increased lot coverage of 35%. The builders do not feel the homes would be marketable under the required 30% maximum lot coverage.

Mr. Royer referenced Chapter 19.24 of the Prairie Village Code entitled "Planned Zoning Districts" which states the intention of planned zoning procedures is to encourage efficient development and redevelopment of small tracts, innovative and imaginative site planning, and conservation of natural resources and minimum waste of land." The code (Section 19.24.010C) goes on to say "Deviations in yard requirements, setbacks and relationship between buildings . . . may be approved by the Planning Commission and City Council . . ." It further states (Section 19.24.010F), "The developer will be given latitude in using innovative techniques in the development of land not feasible under the application of standard zoning requirements. . ." Mr. Royer stated the width of the Mogren property is 224 feet making it unfeasible to incorporate the standard zoning requirements.

Chadwick Court meets the spirit and intent of the Code and of Village Vision which encourages neighborhoods with unique character, strong property values and quality housing options for families and individuals of a variety of ages and incomes". Village Vision goes on to provide the following direction - "Improve the Development/Redevelopment Process"

- Encourage Appropriate Redevelopment
- Permit higher residential densities

Mr. Royer noted that once completed Chadwick Court would bring in approximately \$65,000 per year in tax revenue to the City with no additional cost to the city for road construction or maintenance.

Nancy Wallerstein questioned if the existing out building would be remaining and how many trees would be lost. Mr. Royer responded the plan was to remove the brush and small trees and retain, but trim back the larger trees.

Bob Mogren, owner of the property, noted he uses the shed/out building is used to store his lawn mower equipment and could be removed if that is the desire of the Commission.

Bob Lindeblad noted on the site plan lots 3 and 6 have the curb from the street clipping the corners of the garage. It doesn't work. Mr. Royer stated the intent of the site plan was to show the layout. This is a preliminary plan. They will make the necessary changes for the garages on the final plans. Mr. Lindeblad responded that he was more comfortable with the open space on the plan, but still feels the units are too big. Mr. Williamson stated it could be approved subject to having the necessary setback from the street or continue the item and require revised plans to be submitted..

Nancy Vennard stated that the previous plan only had two three-car garages. She doesn't see a need for three-car garages, especially when he has been asked to reduce the footprint. Smaller homes at a lower cost would have a much larger sales market. Mr. Royer responded their builders state that even empty nesters want three-car garages. He noted the need to have all the primary amenities on the first floor to accommodate the desires of empty nesters. He stated he would like to be able to offer homes at a lower cost; however, the cost to create the necessary infrastructure for the development alone is over \$100,000. Mrs. Vennard responded the people wanting three-car garages are moving south, they recognize for the convenience of the location and amenities Prairie Village offers, they will need to give up three-car garages. Very well designed homes with two car garages could be constructed within the guidelines of the Commission.

Nancy Wallerstein asked if they would be trimming the trees on the fence line and if the fence would be set back 20 feet as she felt this would interfere with the existing hedgerow which covers approximately 10 feet in width. She asked if the hedgerow was the property line and how far from the hedgerow would the fence be located. Mr. Royer responded - three feet.

Bob Lindeblad confirmed that the property had been surveyed and the trees are on their property. Bob Mogren responded that approximately 20% of the hedgerow will be removed as it consists of brush and dead trees.

Nancy Vennard asked if there was currently a fence on the property. Mr. Royer responded there is a four foot chain link fence on the property line that will be replaced with a six foot cedar fence.

Nancy Wallerstein asked if the trees on 75th Street would be preserved. Mr. Mogren responded those that are not dead will be preserved.

Bob Lindeblad asked if there would be any outdoor patio area that would extend into the 20 foot rear yard setback. Mr. Royer responded that it would be more of a courtyard space than a rear yard.

Bob Lindeblad asked if the neighbors were told there would be a five-foot reduction in the rear yard setback. Mr. Royer responded they were shown plans reflecting the 20 foot rear yard setback.

Chairman Ken Vaughn asked if there was anyone present to speak on this application. Being none, he closed the public hearing at 7:35 p.m.

Bob Lindeblad stated he is satisfied with the lot coverage being increased from 30% to 35%, but feels a better effort should have been made to look at plans that would accommodate the 25 foot rear yard setback. He would have liked to see more creativity and imagination in the development than the straight-line layout of six identical homes. Mr. Royer responded with the limitations of this site including a lot depth of 99 feet. The floor plans are to simply show what can be done. He, too, would like to see six unique customized homes.

Ron Williamson noted the final plans will need to be approved by the Planning Commission and more detailed drawings and facades can be addressed at that time.

Nancy Vennard stated she has a problem with the 20 foot rear yard setback especially on the east side. She does not feel 20 feet is sufficient for a rear yard. Mr. Royer stated these are not rear yards; they are courtyards of a low maintenance development. Ken Vaughn noted the development has the advantage of having the hedgerow screening the properties from the adjacent properties.

Nancy Wallerstein asked if the recommendation was changed if it would still require a two-thirds vote to override the Planning Commission recommendation. Mr. Williamson when an item is returned to the Governing Body only a simple majority is required to override the Planning Commission recommendation.

Randy Kronblad does not feel the proposed fence will be able to be located on the hedgerow and thus the 20 foot rear yard setback is not sufficient.

Randy Kronblad moved the Planning Commission return application PC2013-08 to the Governing Body recommending that the rezoning be granted subject to the revised replatting and with the following three deviations from ordinance requirements granted:

- 1) Reduce the front yard setback from 30 feet to 15 feet.
- 2) Increase the lot coverage from 30% to 35%.
- 3) Reduce the lot depth from 100 feet to 99 feet and that the required rear yard setback of 25 feet be retained.

The motion was seconded by Nancy Wallerstein and passed unanimously.

**EXCERPT on PC2013-08
PLANNING COMMISSION MINUTES
September 10, 2013**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 10, 2013, in the Multi-Purpose Room in City Hall at 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Randy Kronblad, Nancy Wallerstein and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Danielle Dulin, Assistant to the City Administrator; Keith Bredehoeft, Interim Public Works Director, Jim Brown, Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

PUBLIC HEARING

Chairman Ken Vaughn reviewed the procedures for the scheduled public hearing and confirmed that the notice of hearing of duly published and mailed to all property owners within 200' as required.

**PC2013-08 Request for Rezoning of Property at 3101 West 75th Street from R-1a to RP-1b
3101 West 75th Street
Current Zoning: R-1a
Proposed Zoning: R-1b**

Bob Royer, 7805 Mission Road, addressed the Commission on the proposed rezoning of 3101 West 75th Street and noted that also in attendance was the property owner Bob Mogren. He is requesting a zoning change from R-1A to RP-1B for a proposed development named Chadwick Court. This would be an infill development on approximately 2.70 acres. They are proposing six new dwelling units for the site in addition to the existing single-family dwelling for a total of seven lots.

Mr. Royer reviewed his proposed plan showing how the proposed dwellings will be located on each lot. The proposed development will be served with a private street 26 feet in width back of curb to back of curb. The building setbacks will be 15 feet from the front, 20 feet from the rear and 6 feet on each side. Lots 1, 2, 4 and 5 are 80 feet wide by 99 feet deep. Lots 3 and 6 are 92 feet wide by 99 feet deep.

The building setbacks in the R-1B district are 30 feet for the front yard; 4 feet on the side yard with 12 feet between dwellings; and 25 feet for the rear yard. The minimum lot width is 60 feet and the minimum lot area is 6,000 sq. ft. The proposed development meets the minimum side yard, lot width and lot area requirements of the traditional district. Modifications are requested for the front yard and rear yard setbacks.

Mr. Royer noted he just learned of the additional 10 feet of right-of-way is requested by the City. This was also requested when the plat was filed in 2007. The current plan does not show the 10 foot right-of-way so the lots will need to be moved further south. Village Vision recommends street trees on 75th Street and the additional right-of-way will help provide area for tree planting. He felt he could work with this, but they are trying to preserve a specimen Linden Tree. He is also working with Public Works Staff on the best handling of stormwater.

A neighborhood meeting was held on August 26th and three neighbors attended. Concerns expressed were verification of the east property line and maintaining the trees along the east property line. It is his goal to preserve the existing trees on the east and the west.

Utilities will be placed on each side of the private street. Mr. Royer stated he does not want to construct sidewalks on each side of the street noting the sidewalk would not connect to anything. He does not feel they are necessary. He also wants to avoid curb and gutter as he is looking at a more rural look without a conventional street. He is investigating surfaces other than asphalt for the street.

Ron Williamson noted that lots 3 and 6 are larger with the proposed homes having a three car garage.

Bob Mogren, 3101 West 75th Street, stated that they have had a surveyor confirm the property lines which were questioned at the neighborhood meeting.

Bob Lindeblad expressed concern with losing the open space requirement. There appears to be too much house on each lot. He felt the intent of planned zoning was to allow bigger houses on smaller lots when there is flexibility in the footprint and footprint size. He feels the proposed footprint is too large and would like to stay within the existing rear yard setback and lot coverage requirements. He is not convinced this is the best design and would like to see the 25' rear yard setback and 30% lot coverage maintained.

Mr. Royer responded that planned zoning allows for a waiver of the 30% lot coverage and rear yard setback.

Mr. Lindeblad stated he is not comfortable that the overall design merits the decreased rear yard setback. A 20 foot setback for a rear yard is too small; he wants to see 25 feet.

Ron Williamson noted this is a planned district and has to come back to the Planning Commission for final development plan approval.

Bob Lindeblad noted he would accept the 35% lot coverage if the proposed plan provided more compensating open space. He noted there could be larger open spaces between the first and second house and 75th Street.

Mr. Royer stated that he has two builders lined up for the first two lots.

Ken Vaughn reminded the Commission that they are considering only the rezoning requests that would go the Governing Body and then the application would come back to the Planning Commission for final development plan approval.

Nancy Wallerstein felt it was important to provide direction to Mr. Royer. She expressed concern with the 20-foot rear yards and the impact on the homes on Aberdeen. She would like to see more buffer.

Nancy Vennard noted there are stated percentages of lot coverage using different scenarios.

Bob Lindeblad believes they should remain at a maximum 30% lot coverage with a 25-foot rear yard setback.

Bob Royer noted it was impossible to do infill development without concessions. He noted there would be privacy fences in the rear yard providing a privacy court.

Nancy Vennard asked what the rear yard setbacks were for Mission Pines. Mr. Williamson stated he did not know, but felt they were less than 25 feet.

Randy Kronblad stated he would prefer a 25 foot rear yard setback if the plan is workable with a 25-foot setback.

Bob Mogren asked if it had to be a full 25 feet, would 22 or 24 feet be acceptable. He stated the biggest concern mentioned in the neighborhood meeting was the preservation of existing trees and the question on the property line. Mr. Royer asked if there was any latitude with the 25 feet.

Bob Lindeblad stated trade-offs have already been allowed with the private street and smaller roadway and shallower lots. An architect should be able to design a residence that complies with the 25 foot rear yard setback and 30% lot coverage.

Mr. Royer stated the RP-1b Districts allows for higher density.

Chairman Ken Vaughn asked for public comment. Being no additional public comment, the public hearing was closed at 7:45 p.m.

Ron Williamson noted he suggested extending lots further south to widen them and increase the area. Bob Lindeblad stated the footprint is too big. Using a 26 foot private street with no right-of-way is a huge concession.

Ron Williamson noted that because there is no right-of-way on the private street, the 15 foot front yard setback would be measured from the front property line. He advised that under the Planned District, modifications may be made to the setbacks, lot area

coverage and other requirements provided the proposed development produces a better development than under the standard zoning regulations.

The Commission informally reviewed the requested deviations from code. They approved the front yard setback of 15 feet. They denied the requested 20 foot rear yard setback, requiring 25. They denied the increased lot coverage to 35% requiring 30% and approved the lot depth of 99 feet.

Mr. Williamson stated the objective of the planned district is to permit the applicant to deviate from established and customary development techniques. It is intended to encourage efficient development and redevelopment of small tracts, innovative and imaginative site planning, conservation of natural resources, and a minimum waste of land. In return for approving a plan that is unique, the applicant is required to submit more detailed information on his proposal and the plan becomes an approved part of the rezoning.

The applicant has requested the RP-1B district because it allows one dwelling unit per 6,000 sq. ft. rather one unit per 10,000 sq. ft. as permitted in the R-1A district. The applicant has proposed six new dwelling units for the site in addition to the existing single-family dwelling for a total of seven lots. It should be pointed out that this is the same district (RP-1B) that Mission Pines is zoned; which is located on the northeast corner of 79th and Mission Road. Mission Pines was originally approved for more units than have actually been built and the current plan is for 25 units on 4.3 acres of land, which is a density of 7,549 sq. ft. per unit. This compares with a density of 16,788 sq. ft. per unit for the proposed plan. The existing dwelling is large and is located on the south portion of the tract. It will have a lot area of 50,555 sq. ft. The water detention area adjacent to 75th Street is 7,308 sq. ft. so the net area left for the six dwellings is 49,605 sq. ft. or 8,268 sq. ft. per dwelling unit. If the detention area is included in the calculation the area would be 9,489 sq. ft. per dwelling unit for the six units.

Chairman Ken Vaughn led the Planning Commission in the following review of the Golden Factors:

1. The character of the neighborhood;

This is a single-family residential neighborhood that is quite diverse in the size and age of the housing. The existing dwelling sets on 2.7 acres and was built in 1928 well before the City of Prairie Village was incorporated. The lots on the west are large (approximately one-half acre) and the dwellings are large. The lots and dwellings north, south and east are more modest at one-quarter to one-third acres in size. The houses to the north, south and east were built in the fifties. The houses to the west were an infill development and built in the seventies. Although there is a great variety in the homes in this area, they are all single-family dwellings.

2. The zoning and uses of property nearby

North: R-1B Single-family District - Single Family Dwellings

East: R-1A Single-family District - Single Family Dwellings

South: R-1A Single-family District - Single Family Dwellings

West: R-1A Single-family District - Single Family Dwellings

3. The suitability of the property for the uses to which it has been restricted under its existing zoning;

The property is zoned R-1A which requires a minimum lot width of 80 feet and a minimum area lot of 10,000 sq. ft. The lot is 524 feet deep by 224 feet in width. Because of its size and the fact that there is an existing dwelling on the south end some form of redevelopment is desirable. The tract is not wide enough to provide a double loaded public street and a planned residential district would allow the developer to make adjustments in standard requirements in order to provide a development that better fits the site.

4. The extent that a change will detrimentally affect neighboring property;

Although the development is going to be single-family detached units, it is going to be a higher density than other developments in the area. There will be an increase in stormwater runoff because of an increase in the amount of hard surface on the site, but that will be handled by the construction of an underground detention facility adjacent to 75th Street. There will be only one entrance and exit to 75th Street for the seven units which will limit the number of potential traffic conflict points on Mission Road. Most of the large trees located in the interior of the site will be lost because of the development.

5. The length of time of any vacancy of the property;

The existing residence was built in 1928 so the property has not been vacant but the tract is 2.7 acres which is very large for one dwelling unit.

6. The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners;

The approval of this project will permit redevelopment for a use that will be of higher value and will be more of an asset to the neighborhood. The site is undeveloped at this time except for the one dwelling at the south end and is under-utilized. The redevelopment of this site should increase the values of the adjacent properties because it is new development rather than create a hardship.

7. City staff recommendations:

It is the opinion of the staff that this is a logical request for the RP-1B single-family dwelling district because the area is residential and the area on the north side of 75th Street is zoned R-1B. The development will provide another housing choice for the area for those who do not wish to maintain large lots. 75th Street is a heavily traveled arterial street and the RP-1B allows a design solution that is more compatible. The proposed development is single-family detached and through proper design can be compatible with the other adjacent single-family dwellings. The density of the development, six new units, seems reasonable but the new units might be a little large for the size of the lots.

8. Conformance with the Comprehensive Plan;

This proposal is in conformance with the two primary principles of the future land use plan which are:

- Existing residential and commercial areas must be stabilized which will occur through reinvestment from both public and private sources.
- Redevelopment of higher density or intensity residential retail commercial and office uses will be encouraged and supported provided that the proposed redevelopment project is designed in a manner that is compatible with adjacent areas.

Also Chapter 6 of Village Vision addresses the 75th Street Corridor. The plan is very general but recommends higher intensity of development and sidewalks and street trees.

9. Consideration of preliminary development plan;

The purpose of the development plan is to encourage and require the orderly development and redevelopment at a higher quality level while permitting deviations from established and customary development techniques. The submittal by the developer and the approval by the City of a preliminary development plan represents a firm commitment by the developers that the development will, indeed, follow the approved plans in such areas as concept, intensity of use, aesthetic levels, and quantities of open space. Deviations in yard requirements, setbacks, and relationships between buildings may be approved by the Planning Commission and Governing Body if it deems that other amenities or conditions will be gained to the extent that an equal or higher quality of development will be produced. Residential areas are to be planned and developed in a manner that will produce more usable open space, better recreation opportunities, safer and more attractive neighborhoods than under standard zoning and development techniques. The planned zoning shall not be used as a refuge from the standard requirements of the zoning district as to intensity of land use, amount of open space, or other established development criteria. The applicant has submitted a typical floor plan and building elevation that depicts the concept of the development.

The zoning ordinance sets out standards for development in the planned zoning district which are as follows:

- A. The maximum height of buildings and structures shall be as set out in the standard requirements of the equivalent district.**

The zoning ordinance permits a 35 foot maximum height in the R-1B district and the proposed buildings will not exceed that height.

- B The intensity of land use, bulk of buildings, the concentration of populations, the amount of open space, light and air shall be generally equal to that required in the equivalent district.**

The dwellings that have been proposed are larger than typical dwellings in this district and therefore the lot coverage for lots 1, 2, 4 and 5 is approximately 35% and the lot coverage for lot 3 and 6 is also 35% where the ordinance allows only 30%. Part of the reason that the lot coverage is higher than the standards in the ordinance is the applicant has divided the three- car garages into one single-car garage and one double-car garage for the larger lots. This breaks up the large garage door and driveway areas, but two garages require more square footage than one three-car garage. A second point is that the dwelling units have a larger floor area than typical homes in the R-1B district.

The dwellings on lots 1, 2, 4 and 5 have a footprint of 2,772 sq. ft. and the dwellings on lots 3 and 6 have a footprint of 3,188 sq. ft. Lots 3 and 6 could be increased by 1,040 sq. ft. each by adding the land on the east and west ends of the hammerhead cul-de-sac. This would reduce the lot coverage to 31.4%. The area along 75th Street that is designated as underground stormwater detention will be open space as well. The area on both sides of the private drive is approximately 7,308 sq. ft. which is 14.7% of the area of the six lots. The Planning Commission will need to make a determination on the lot coverage before it sends its recommendation to the Governing Body.

It may also be possible to move the hammerhead cul-de-sac further south to increase the size of the lots and thereby reduce the lot coverage by the dwellings.

C. The density of residential dwelling units, the parking requirements, and performance standards shall be the same as in the equivalent district.

The existing R-1B district permits one dwelling unit per 6,000 sq. ft. and this project has one dwelling unit per 8,268 sq. ft. for the six new lots so it does meet the requirements of density. The project is providing three garaged parking spaces for lots 3 and 6. Each lot should be able to provide three to four visitor parking spaces on the driveways. The proposed project does adequately meet the requirements of the zoning ordinance. The R-1B district requires a lot depth of 100 ft. and the proposed lots will be 99 feet.

D. The permitted uses shall be the same as those permitted in the equivalent district provided that limitations may be placed on the occupancy of certain premises if such limitation is deemed essential to the health, safety or general welfare of the community.

The R-1B zoning district permits single-family detached dwelling units and the applicant has proposed single-family detached dwelling units.

E. The Planning Commission may require assurance of the financial and administrative ability of any agency created by a developer for the purpose of maintaining common open space and facilities of non-public nature.

There will be common open space (the detention facility area) and the private drive with this project which will have to be maintained by a homes association and the developer will need to prepare a document creating the homes association. The final document will need to be reviewed and approved by the Planning Commission with the submittal of the final development plan and final plat.

F. The Planning Commission and Governing Body may, in the process of approving preliminary and final plans, approve deviations from the standard requirements as follows, provided any deviations approved shall be in keeping with accepted land planning principles and must be clearly set out in the minutes as well as on exhibits in the record:

- 1. Setbacks of buildings and paved areas from a public street may be reduced to 50% of the standard requirement.**

The dwellings side to 75th Street and maintain a 15 foot front setback adjacent to the private drive. Since the dwellings will face onto a private drive a deviation is not necessary.

- 2. The setbacks of buildings from a property line other than a public street may be reduced to 60% of the standard requirement and setbacks at paved areas adjacent to property lines, other than street lines, to zero if existing or proposed development on said adjacent land justifies the same.**

The rear yard requirement in the R-1B zoning district is 25 feet and the applicant is proposing to reduce the rear yard to 20 feet. 60% of the standard requirement would be 15 feet.

- 3. Side yards between buildings may be reduced to zero.**

The applicant has not proposed any zero lot line buildings and is maintaining the 12 foot setback between buildings which is the requirement of the R-1B district.

- 4. The above deviations may be granted by the Planning Commission and Governing Body only when compensating open space is provided elsewhere in the project, whether there is ample evidence that said deviation will not adversely affect the neighboring property nor will it constitute a mere granting of a privilege.**

It should be pointed out that there will be no public streets in this project and that the access will be limited to one point on 75th Street. The narrow width of the property causes a need to move the buildings closer to the property lines and thus results in a need to reduce the required front and rear setback lines. This housing complex is designed with a face to face internal orientation as in a conventional type of development rather than a single loaded street.

The concept of this development is to provide dwellings that are well designed on smaller lots to minimize lot maintenance and upkeep. This proposed development will appeal to empty-nesters and families with older children. The concept provides a single-family dwelling on a lot as compared to a patio home or townhouse development. This proposal provides a concept that is similar to Mission Pines which has been very successful; however, the uniqueness of this proposal is that it is only six dwellings. Small enclaves like this mixed with other types of single-family development will provide a variety of housing choices which should strengthen the value of surrounding properties.

The deviation of the setbacks will not adversely affect the neighboring property nor will they constitute a mere granting of a privilege. It is based on a design concept which provides housing options for residents of the City.

- G. The design of all planned projects, whether residential, commercial or other, shall be such that access and circulation by firefighting equipment is assured to not be hindered by steep grades, heavy landscaping or building space.**

The internal circulation for this project will be a private drive and the applicant has met with the Fire Department who has approved the hammerhead cul-de-sac design.

Bob Lindeblad stated the character of the neighborhood has R-1a on one side and R-lb allows for smaller lots. Infill is workable with the right building setbacks. He feels this project can be a good fit within this neighborhood and complies with the city's comprehensive plan. There is not any negative impact on the neighborhood. He is supportive with maintaining the required setbacks.

Nancy Vennard noted in response to Mr. Royer's comments on the use of alternative materials for the street surface that there are new sustainable ideas for surfacing. Mr. Williamson stated Mr. Royer would need to work with Public Works on the street surface. Mrs. Vennard asked if curb and gutters are part of the standard and if the surface material was a separate standard.

Keith Bredehoeft reviewed his concerns with the Commission and stated that he would continue to work with the applicant.

Bob Lindeblad moved the Planning Commission find favorably on the ordinance factors and the Golden Factors and forward PC2013-08 to the Governing Body with a recommendation for approval of the requested rezoning from R-1a to RP-lb for the property at 3101 West 75th Street subject to the following conditions:

1. Approve the front yard setback of 15 feet.
2. Approve the rear yard setback for 25 feet.
3. Approve the lot coverage for 30%.
4. Approve the lot depth of 99 feet.

In addition to the above, the following conditions need to be included in a favorable recommendation to approve the Preliminary Development Plan for Chadwick Court:

1. That a revised storm drainage plan be submitted to Public Works for their review and approval prior to the submission of the final plan. This will determine the size of the detention facility and how it will connect to the existing storm sewer system.
2. That the internal streets be private, and be built to City standards in terms of pavement depth and materials. The plans and specifications shall be reviewed and approved by Public Works.
3. That the applicant dedicate 10 feet of additional right-of-way for 75th Street and move the lots further south 10 feet.
4. That the plan as submitted be revised based on the requirements of the Planning Commission, be approved as the preliminary plan and be the basis for the preparation of the final plan.
5. That the property be platted prior to obtaining any building permits.

6. That the Homes Association agreement be submitted with the final plan guaranteeing the maintenance of the private street and stormwater detention area designated as Tract A.
 7. That the existing trees and vegetation along the east and west property lines be preserved and protected during construction.
 8. That a landscape plan be submitted with the Final Plan.
 9. That any subdivision identification sign be submitted to the Planning Commission for approval.
 10. That the applicant add the area on the east and west ends of the hammerhead cul-de-sac to Lots 3 and 6 to increase their area.
 11. That the Preliminary Development Plan be revised based upon the action of the Planning Commission prior to it being submitted to the Governing Body for its consideration.
 12. The building elevation and floor plan be approved as the concept plan for the development.
- The motion was seconded by Randy Kronblad.

Nancy Wallerstein clarified the maximum lot coverage would be 30%.

Bob Lindeblad stated he wants to promote infill but wants it to be done right and the Commission needs to pay attention to details.

Nancy Wallerstein expressed concern with the lack of response from the neighbors on Aberdeen. The Planning Commission Secretary confirmed that notices were sent out to all property owners within 200' of the property, including the residents on Aberdeen.

The motion was voted on and passed unanimously.

MEMORANDUM

TO: Prairie Village Planning Commission
FROM: Ron Williamson, FAICP, Lochner, Planning Consultant
SUBJECT: PC 2013-08 Rezoning 3101 West 75th from R-1A to RP-1B
DATE: November 5, 2013

Project # 000005977

COMMENTS:

The Governing Body considered the recommendation of the Planning Commission at its regular meeting on October 7, 2013.

The applicant requested the Planning Commission grant the following four deviations from the ordinance requirements:

1. Reduce the front yard setback from 30 feet to 15 feet.
2. Reduce the rear yard setback from 25 feet to 20 feet.
3. Increase the lot coverage from 30% to 35%
4. Reduce the lot depth from 100 feet to 99 feet.

The Planning Commission granted deviation 1 and 4, but did not approve 2 and 3.

The applicant made a presentation to the Governing Body stating that in order to market the lots to builders they have been negotiating with, a larger footprint is needed. This is infill development and they feel the deviations requested are necessary to make the project feasible. A motion was made to grant the two additional deviations which are: 2. the reduction in the rear yard from 25 feet to 20 feet; and 3. to increase the lot coverage from 30% to 35% in addition to the other conditions recommended by the Planning Commission. Since the motion was to override the Planning Commission recommendation nine (9) favorable votes were required. The vote failed 7 to 3. The applicant was asked if he would rather have the Governing Body approve the Planning Commission recommendation or send it back for reconsideration. The applicant requested it be sent back to the Planning Commission for reconsideration. A motion was then made to send the matter back to the Planning Commission for reconsideration. The reconsideration from the Governing Body includes just the two items; reducing the rear yard setback from 25 feet to 20 feet and increasing the lot coverage from 30% to 35%. The motion carried unanimously 10 to 0. The basis for the reconsideration is that there was no neighborhood opposition and Village Vision encourages higher density and intensity infill development.

The applicant has revised the preliminary development plan increasing the size of Lots 1 and 4 from 7,821 sq. ft. to 8,811 sq. ft.; increasing the size of Lots 2 and 5 from 7,821 sq. ft. to 8,118 sq. ft.; and decreasing the size of Lots 3 and 6 from 9,752 sq. ft. to 9,405 sq. ft. The primary reason for adjusting the lot sizes is to be able to provide three-car garages on Lots 1, 3, 4, and 6. The modification of the lot lines increases the area of Lots 1, 2, 4, and 5 which is positive regardless of whether the Commission approves the 35% lot coverage and the 20-foot rear yard setback.

ACTION:

After reconsidering the two items and the revised plan, the Planning Commission can resubmit its original recommendation or submit a new or amended recommendation.

Attachments:

- Letter from applicant
- Site plans
- Floor plans

Joyce Hagen Mundy

From: Ron Williamson
Sent: Tuesday, October 29, 2013 2:15 PM
To: Joyce Hagen Mundy
Subject: FW: Chadwick Court
Attachments: Chadwick Court - Revised Preliminary Plan 10-21-13.tif

Joyce,

Attach this memo and drawing to the memo on PC 2013-08.

Ron

Ronald A. Williamson, FAICP
Lochner
903 E. 104th Street, Suite 800
Kansas City, MO 64131-3451
P 816.363.2696 F 816.363.0027
C 816.916.6323
rwilliamson@hwlochner.com

From: Robert Royer [<mailto:royerrw@gmail.com>]
Sent: Monday, October 21, 2013 5:09 PM
To: Williamson, Ronald
Subject: Chadwick Court

Ron,
Attached is the revised development plan that we discussed this afternoon. As you will note, I adjusted the lot widths in order to accommodate three car garages on the four corner lots. The building footprint is the same as previously submitted; however it only works with the 35% house to lot ratio and a 20' rear setback. I also added a provision for fences or walls enclosing the backyards. Please take a look at this and let me know if I can substitute this revised plan for presentation purposes at the November 5th Planning Commission hearing.
As always, thank you for your assistance.
Bob Royer

--
Robert W. Royer
913-231-8900

MEMORANDUM

TO: Mayor Shaffer and
Prairie Village City Council Members

FROM: Robert Royer and Robert Mogren

SUBJECT: Chadwick Court
3101 West 75th Street

DATE: October 1, 2013

Ladies and Gentlemen,

In advance of the next Monday's City Council hearing, we thought it would be beneficial to briefly summarize the Chadwick Court development concept and the specific issues that we would like to address with the Council.

As you will see on the attached Preliminary Development Plan, we intend to develop 6 lots for custom homes on the undeveloped portion of the Mogren property located on 75th Street. We firmly believe there exists a very strong market for new maintenance provided communities for empty nesters and retirees who wish to downsize and remain in Prairie Village. We anticipate the houses will be valued between \$650,000 to \$750,000.

The development plan includes a 26' wide private street with a "hammerhead" turn-around (per Fire Department specifications) that is located approximately 48' from the existing Mogren house. The overall width of the property is 224' and the length of area to be developed is approximately 302'. Deducting the 26' street width, the individual lots are 99' in depth.

We will require that the architectural design of the 6 new homes be consistent with the character - and compliment the French style of the existing Mogren house. We have identified two - and possibly three quality builders who are willing to commit to purchase lots and build the initial houses on a speculative basis as soon as the infrastructure is completed.

As illustrated on the development plan, the concept is to build 1½ store homes that are designed with front courtyards that are framed with garages on each side of the house, allowing for front and side entry single garage doors. This design offers a more efficient layout and avoids double car garage doors as the principal design element on the front facade of the homes.

Chadwick Court was presented to the Planning Commission for preliminary plan approval and rezoning during the September 10, 2013 hearing. The principle issues that were addressed during that hearing were:

- 1) The current Right of Way width on 75th Street is 30' - which was the basis of our original layout. As a part of the approval, the City now requires a 40' ROW.
- 2) 15' setback allowance from private street to the front facade of the houses.
- 3) 25' rear yard setback requirement.
- 4) 70% per lot open space requirement.

Subsequent to the Commission hearing, we have incorporated the 40' ROW, which resulted in slightly narrower lots, and proportionately smaller houses. The additional 10' also required that the development move southward, closer to the existing Mogren house. One of the critical planning/design issues has been preserving the specimen Linden Tree that is located in front of the house. Although very close, it appears that even with the wider ROW, the tree can remain with very little disturbance to the surrounding grade/elevation.

Regarding the permissibility of a private street and the 15' front building setback, the Planning Commission indicated that they are willing to accept those deviations from the standard subdivision regulations. However, they also indicated that by accepting those deviations, they are unwilling to allow a rear setback of less than 25' or open space per lot of less than 70%.

Imposing these restrictions makes the four smaller lots (1, 2, 4 and 5) virtually unmarketable to our prospective buyers. The attached house design represents the spaces and square footages that we believe will be necessary for our buyer group – specifically individuals who desire the primary spaces (hearth room, kitchen, office and master suite) to be on one level. In order to accommodate the 70% ratio, the house footprint would have to be reduced by 463 square feet. Furthermore, reducing the depth of the house by 4 feet in order to accommodate the 25' rear setback would further result in the floorplan being unsuitable for our market.

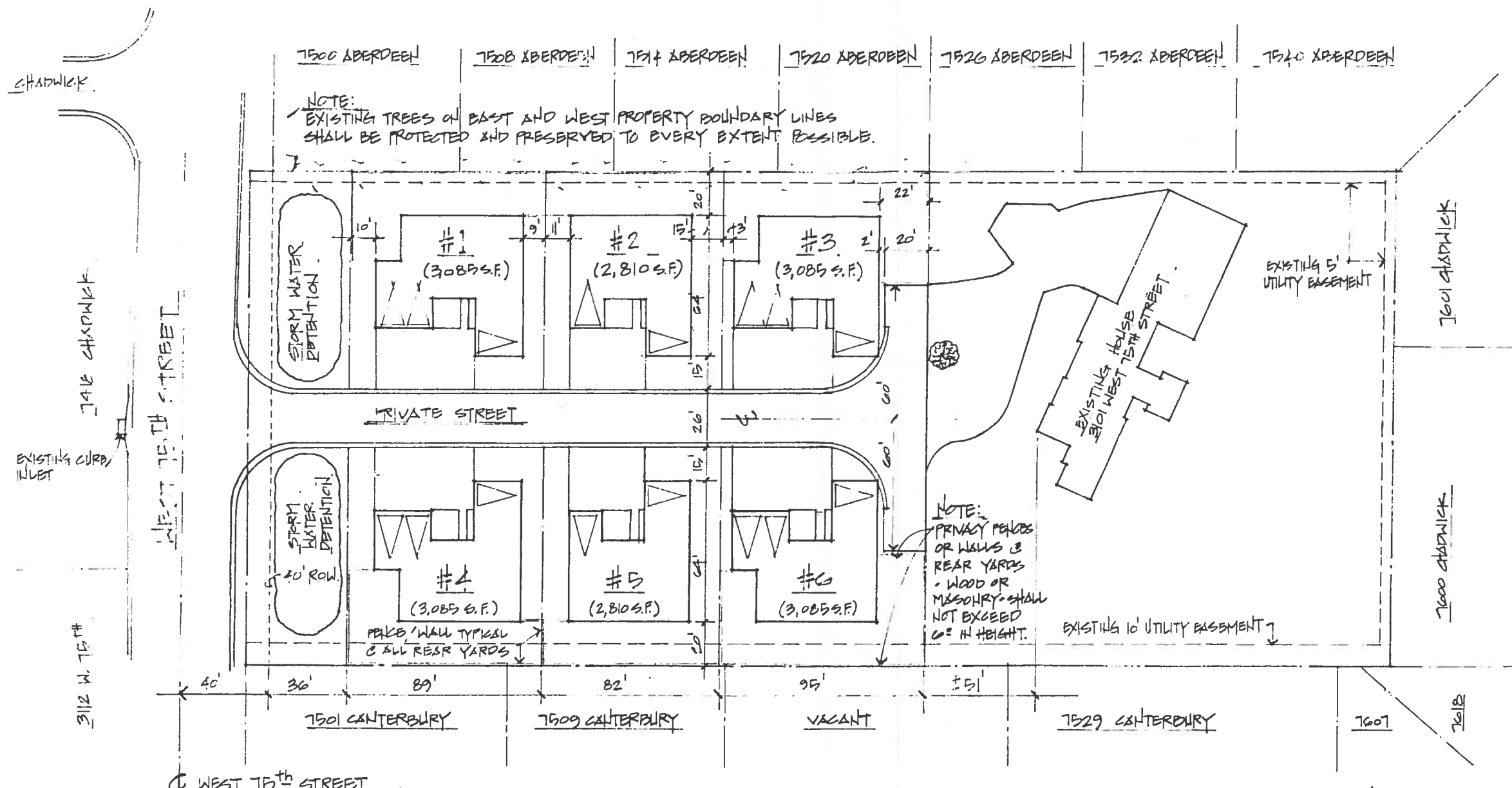
Accordingly, we are requesting that the City Council reconsider the decision of the Planning Commission, and allow for a minimum of 65% open space and a 20' rear setback. These requested changes are, incidentally, consistent with the (9-10-13) Staff recommendations to the Planning Commission.

Also noteworthy, we have conducted two meetings (one formal and one informal) with the adjoining neighbors, as well as the Planning Commission public hearing. Over the course of three opportunities to express opposition, not one individual has objected to Chadwick Court.

We sincerely appreciate your consideration of these two issues, and look forward to discussing the development in greater detail next Monday.

Respectfully submitted,

Robert Royer and Robert Mogren



SUMMARY:

LOTS	SIZE	BUILDING ENVELOPE / LOT COVERAGE	
		35%	30%
1 & 4	8,811 S.F.	3,084	2,643
2 & 5	8,118 S.F.	2,841	2,435
3 & 6	9,405 S.F.	3,292	2,822

SETBACK DISTANCES:

	FRONT	NORTH SIDE	SOUTH SIDE	REAR
#1	15'	10'	9'	20'
#2	15'	11'	15'	20'
#3	15'	3'	22'	20'
#4	15'	10'	9'	20'
#5	15'	11'	15'	20'
#6	15'	3'	22'	20'

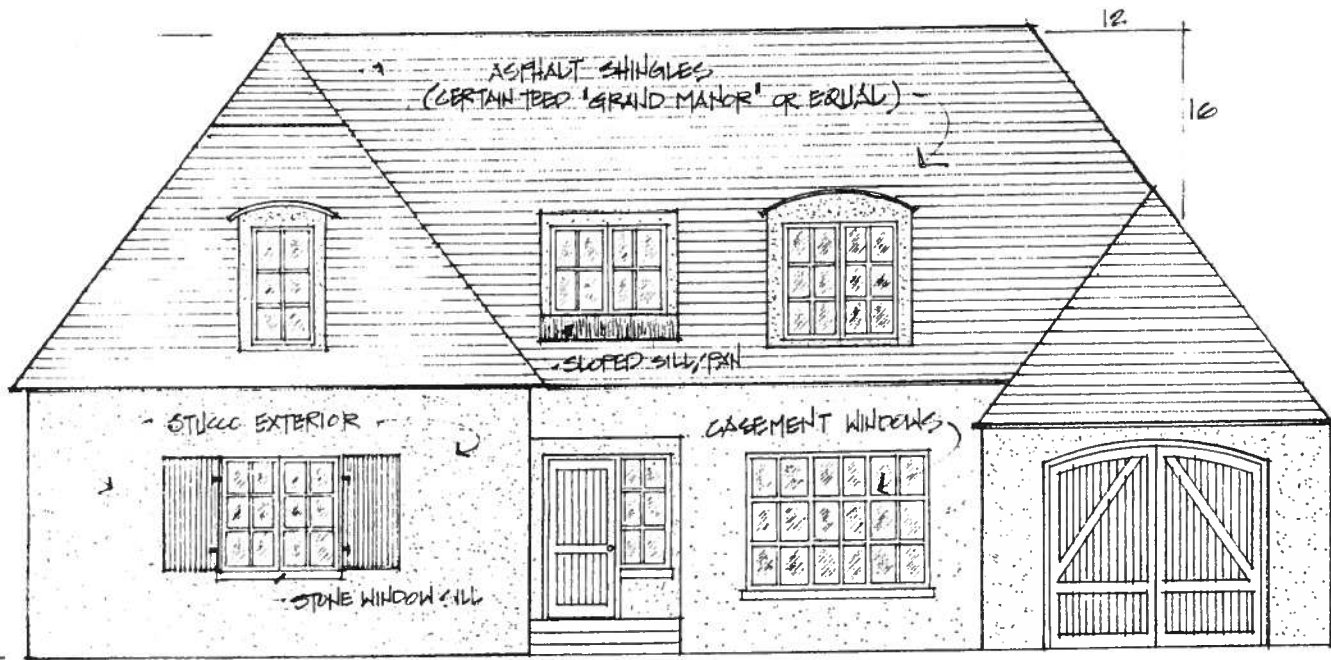
MINIMUM DISTANCE BETWEEN HOUSES = 18'-0"

PRELIMINARY DEVELOPMENT PLAN

1" = 30'-0"



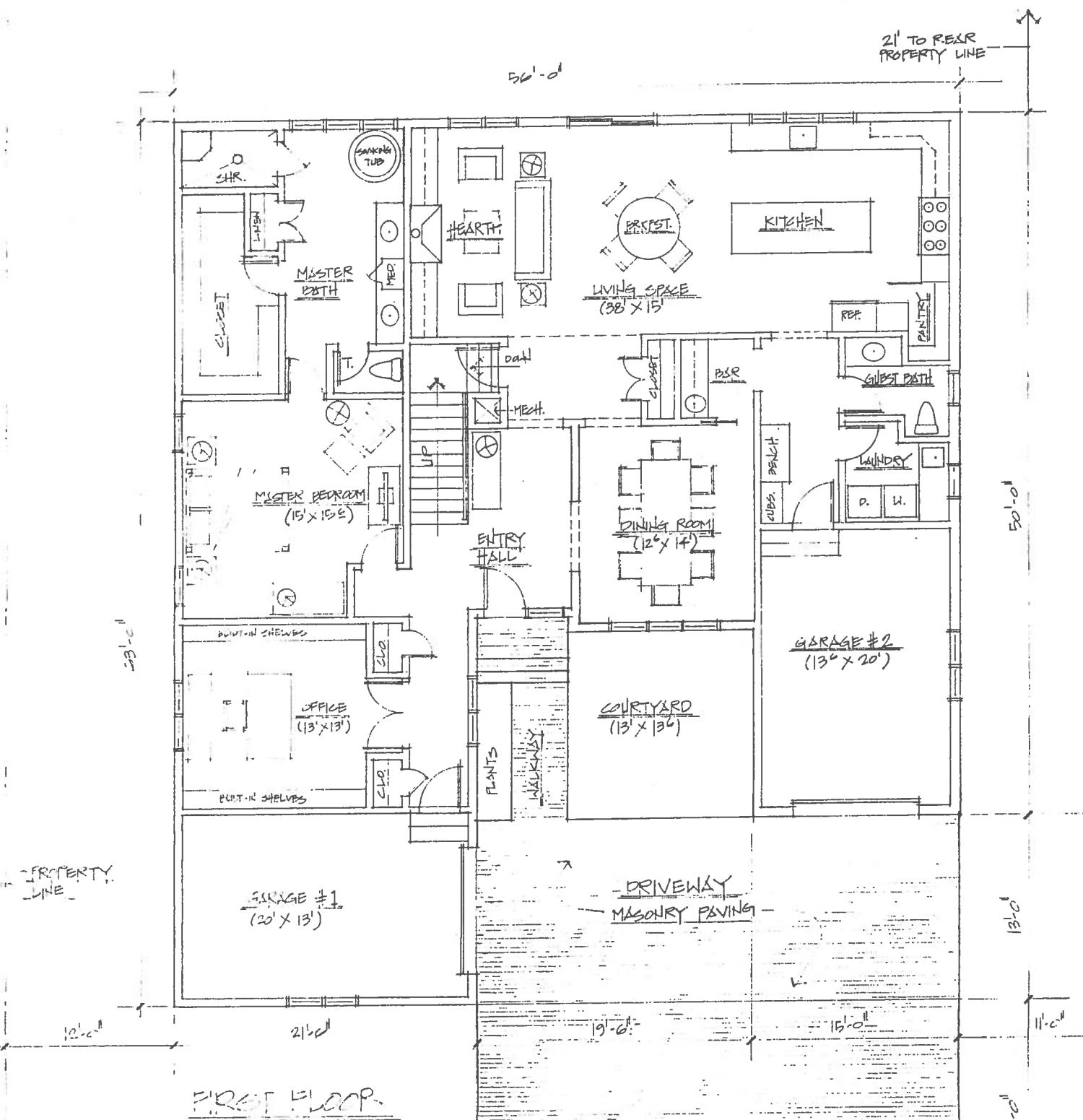
SHADWICK COURT
3101 WEST 75th STREET
PRAIRIE VILLAGE, KANSAS
10-18-13 RWR



TYPICAL FRONT ELEVATION (LOTS 1, 2, 4 & 5)



CHADWICK COURT
3101 WEST 75TH STREET
PRAIRIE VILLAGE, KANSAS
9-20-13 RWR



FIRST FLOOR FINISHED = 2,262 S.F.
 SECOND FLOOR FINISHED = 1,156 S.F.
 TOTAL FINISHED = 3,418 S.F.

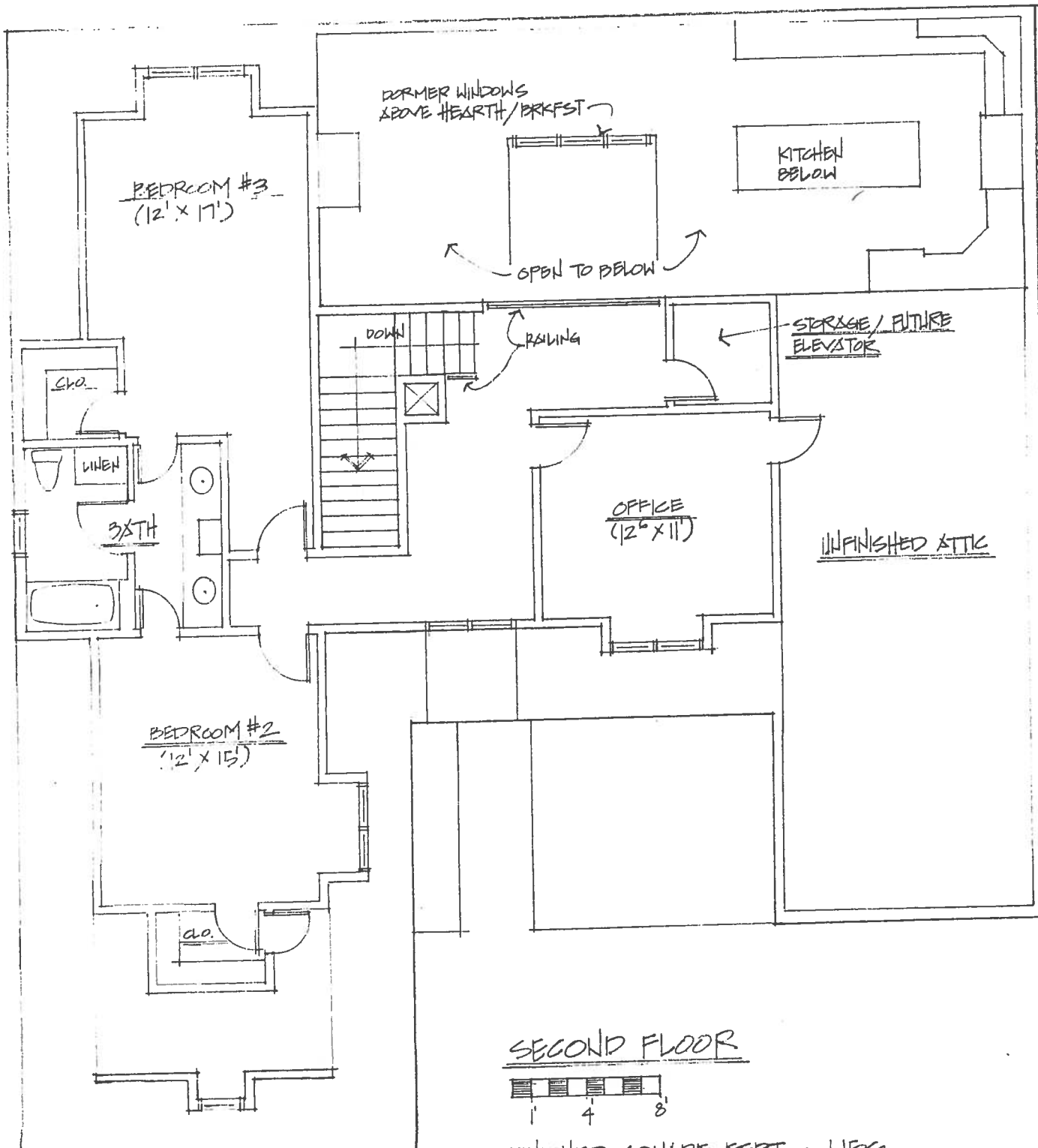
HEATED SQ. FT. = 2,262
 GARAGE SQ. FT. = 548
 TOTAL SQ. FT. = 2,810 SQ. FT.

LOT SIZE = 7,821 SQ. FT. (79' x 99')
 FOOTPRINT = 2,810 SQ. FT.
 RATIO OF HOUSE TO LOT = 35%
 OPEN SPACE = 65%

- PROPERTY LINE

SHADWICK SCURT
 3101 WEST 75TH STREET
 PRAIRIE VILLAGE, KANSAS
 9-20-13 RWR

FIRST FLOOR

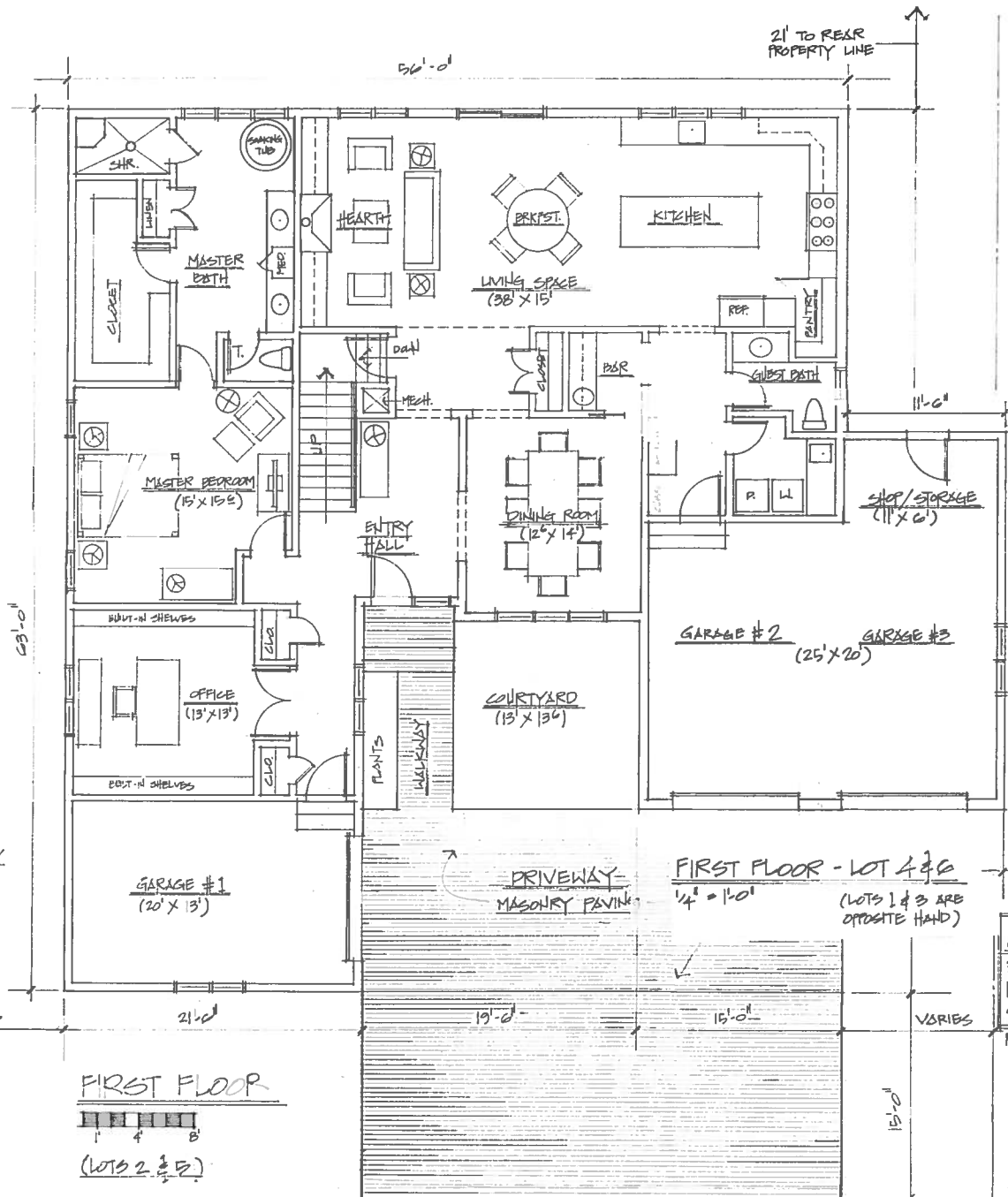


CHADWICK COURT
 3101 WEST 75TH STREET
 PRAIRIE VILLAGE, ILL. 60074
 9-20-13 RWR

LOTS 1, 3, 4 & 6

w/ 3 CAR GARAGE

2' TO REAR PROPERTY LINE



FIRST FLOOR FINISHED = 2,262 S.F.
 SECOND FLOOR FINISHED = 1,156 S.F.
 TOTAL FINISHED = 3,418 S.F.

HEATED SQ. FT. = 2,262
 GARAGE SQ. FT. = 823
 TOTAL ENVELOPE = 3,085 SQ. FT.

LOT SIZE = 8,712 SQ. FT.
 ENVELOPE = 3,085 SQ. FT.
 RATIO OF HOUSE TO LOT = 35%
 OPEN SPACE = 65%

FIRST FLOOR - LOT 4 & 6
 14' x 11-0"
 (LOTS 1 & 3 ARE OPPOSITE HAND)

CHADWICK COURT
 3101 WEST 75TH STREET
 PRAIRIE VILLAGE, KANSAS
 9-20-13 RWR
 REV. 10-31-13

FIRST FLOOR
 1 4 8
 (LOTS 2, 3 & 5)

EDGE OF PRIVATE STREET

MAYOR'S ANNOUNCEMENTS

November 18, 2013

Committee meetings scheduled for the next two weeks:

Prairie Village Arts Council	11/20/2013	7:00 p.m.
Council Committee of the Whole	12/02/2013	6:00 p.m.
City Council	12/02/2013	6:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a pastel exhibit by the MidAmerica Pastel Society as the November exhibit in the R. G. Endres Gallery.

The Northeast Johnson County Chamber of Commerce 2013 Annual Gala is on Saturday, November 23, at the Overland Park Marriott.

Due to the winter holidays, the Environment/Recycle Committee will combine their November and December meetings into a single meeting on Wednesday, December 4, at 7:00 p.m. in the MPR.

The Johnson and Wyandotte Counties Council of Mayors Holiday Social is Wednesday, December 4, at 5:30 p.m. at the Overland Park Convention Center. RSVP to Jeanne Koontz by November 20 if you would like to attend.

The Mayor's Holiday Tree Lighting will be Thursday, December 5, from 6:00 - 7:00 p.m. at Corinth Square.

The Employee Holiday Luncheon will be Wednesday, December 11, from 11:30 a.m. - 1:00 p.m. in the Council Chambers.

The Mayor's Holiday Gala for Volunteers will be Friday, December 13, at Homestead Country Club. The Social Hour begins 6:30 p.m., seating for dinner begins at 7:30 p.m.

INFORMATIONAL ITEMS

November 18, 2013

1. Planning Commission Minutes - September 10, 2013
2. Jazz Fest Committee Minutes - September 17, 2013
3. Council Committee of the Whole Minutes - November 3, 2013
4. Mark Your Calendars

PLANNING COMMISSION MINUTES September 10, 2013

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 10, 2013, in the Multi-Purpose Room in City Hall at 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Randy Kronblad, Nancy Wallerstein and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Danielle Dulin, Assistant to the City Administrator; Keith Bredehoeft, Interim Public Works Director, Jim Brown, Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Randy Kronblad made the following corrections to the August 6th minutes:

- Page 5 bottom of the page line 1) the word “mast” should be **master**
- Page 10 2nd to last paragraph “should be **R-1a** not “R-1” zoned
- Page 18 2nd paragraph third line should be **119’** not 119.5’
- Page 27 2nd line should be **detailed** not “detail”
- Page 30 3rd paragraph from the bottom 4th line should be **improvement** not “improved”

The Planning Commission agreed to the following changes requested by John Petersen:

- Page 14 3rd paragraph 3rd line should be **from the interior road** not “Mission Road”
- Page 30 1st paragraph last two lines should be deleted and replaced with the following: **In the residential neighborhoods, there’s not going to be additional traffic, the street traffic from this project is all going to go out on Mission Road. This is probably your lowest traffic generator development that you can have of any development. This is substantially lower than almost any other kind of development.**

Nancy Wallerstein moved the approval of the Planning Commission minutes of August 6, 2013 with the corrections noted above. The motion was seconded by Nancy Vennard and passed unanimously.

Commission members commended the secretary on the excellent record of a very long and difficult meeting.

PUBLIC HEARING

Chairman Ken Vaughn reviewed the procedures for the scheduled public hearing and confirmed that the notice of hearing of duly published and mailed to all property owners within 200’ as required.

**PC2013-08 Request for Rezoning of Property at 3101 West 75th Street from R-1a to RP-1b
3101 West 75th Street
Current Zoning: R-1a
Proposed Zoning: R-1b**

Bob Royer, 7805 Mission Road, addressed the Commission on the proposed rezoning of 3101 West 75th Street and noted that also in attendance was the property owner Bob Mogren. He is requesting a zoning change from R-1A to RP-1B for a proposed development named Chadwick Court. This would be an infill development on approximately 2.70 acres. They are proposing six new dwelling units for the site in addition to the existing single-family dwelling for a total of seven lots.

Mr. Royer reviewed his proposed plan showing how the proposed dwellings will be located on each lot. The proposed development will be served with a private street 26 feet in width back of curb to back of curb. The building setbacks will be 15 feet from the front, 20 feet from the rear and 6 feet on each side. Lots 1, 2, 4 and 5 are 80 feet wide by 99 feet deep. Lots 3 and 6 are 92 feet wide by 99 feet deep.

The building setbacks in the R-1B district are 30 feet for the front yard; 4 feet on the side yard with 12 feet between dwellings; and 25 feet for the rear yard. The minimum lot width is 60 feet and the minimum lot area is 6,000 sq. ft. The proposed development meets the minimum side yard, lot width and lot area requirements of the traditional district. Modifications are requested for the front yard and rear yard setbacks.

Mr. Royer noted he just learned of the additional 10 feet of right-of-way is requested by the City. This was also requested when the plat was filed in 2007. The current plan does not show the 10 foot right-of-way so the lots will need to be moved further south. Village Vision recommends street trees on 75th Street and the additional right-of-way will help provide area for tree planting. He felt he could work with this, but they are trying to preserve a specimen Linden Tree. He is also working with Public Works Staff on the best handling of stormwater.

A neighborhood meeting was held on August 26th and three neighbors attended. Concerns expressed were verification of the east property line and maintaining the trees along the east property line. It is his goal to preserve the existing trees on the east and the west.

Utilities will be placed on each side of the private street. Mr. Royer stated he does not want to construct sidewalks on each side of the street noting the sidewalk would not connect to anything. He does not feel they are necessary. He also wants to avoid curb and gutter as he is looking at a more rural look without a conventional street. He is investigating surfaces other than asphalt for the street.

Ron Williamson noted that lots 3 and 6 are larger with the proposed homes having a three car garage.

Bob Mogren, 3101 West 75th Street, stated that they have had a surveyor confirm the property lines which were questioned at the neighborhood meeting.

Bob Lindeblad expressed concern with losing the open space requirement. There appears to be too much house on each lot. He felt the intent of planned zoning was to allow bigger houses on smaller lots when there is flexibility in the footprint and footprint size. He feels the proposed footprint is too large and would like to stay within the existing rear yard setback and lot coverage requirements. He is not convinced this is the best design and would like to see the 25' rear yard setback and 30% lot coverage maintained.

Mr. Royer responded that planned zoning allows for a waiver of the 30% lot coverage and rear yard setback.

Mr. Lindeblad stated he is not comfortable that the overall design merits the decreased rear yard setback. A 20 foot setback for a rear yard is too small; he wants to see 25 feet.

Ron Williamson noted this is a planned district and has to come back to the Planning Commission for final development plan approval.

Bob Lindeblad noted he would accept the 35% lot coverage if the proposed plan provided more compensating open space. He noted there could be larger open spaces between the first and second house and 75th Street.

Mr. Royer stated that he has two builders lined up for the first two lots.

Ken Vaughn reminded the Commission that they are considering only the rezoning requests that would go the Governing Body and then the application would come back to the Planning Commission for final development plan approval.

Nancy Wallerstein felt it was important to provide direction to Mr. Royer. She expressed concern with the 20-foot rear yards and the impact on the homes on Aberdeen. She would like to see more buffer.

Nancy Vennard noted there are stated percentages of lot coverage using different scenarios.

Bob Lindeblad believes they should remain at a maximum 30% lot coverage with a 25-foot rear yard setback.

Bob Royer noted it was impossible to do infill development without concessions. He noted there would be privacy fences in the rear yard providing a privacy court.

Nancy Vennard asked what the rear yard setbacks were for Mission Pines. Mr. Williamson stated he did not know, but felt they were less than 25 feet.

Randy Kronblad stated he would prefer a 25 foot rear yard setback if the plan is workable with a 25-foot setback.

Bob Mogren asked if it had to be a full 25 feet, would 22 or 24 feet be acceptable. He stated the biggest concern mentioned in the neighborhood meeting was the preservation of existing trees and the question on the property line. Mr. Royer asked if there was any latitude with the 25 feet.

Bob Lindeblad stated trade-offs have already been allowed with the private street and smaller roadway and shallower lots. An architect should be able to design a residence that complies with the 25 foot rear yard setback and 30% lot coverage.

Mr. Royer stated the RP-1b Districts allows for higher density.

Chairman Ken Vaughn asked for public comment. Being no additional public comment, the public hearing was closed at 7:45 p.m.

Ron Williamson noted he suggested extending lots further south to widen them and increase the area. Bob Lindeblad stated the footprint is too big. Using a 26 foot private street with no right-of-way is a huge concession.

Ron Williamson noted that because there is no right-of-way on the private street, the 15 foot front yard setback would be measured from the front property line. He advised that under the Planned District, modifications may be made to the setbacks, lot area coverage and other requirements provided the proposed development produces a better development than under the standard zoning regulations.

The Commission informally reviewed the requested deviations from code. They approved the front yard setback of 15 feet. They denied the requested 20 foot rear yard setback, requiring 25. They denied the increased lot coverage to 35% requiring 30% and approved the lot depth of 99 feet.

Mr. Williamson stated the objective of the planned district is to permit the applicant to deviate from established and customary development techniques. It is intended to encourage efficient development and redevelopment of small tracts, innovative and imaginative site planning, conservation of natural resources, and a minimum waste of land. In return for approving a plan that is unique, the applicant is required to submit more detailed information on his proposal and the plan becomes an approved part of the rezoning.

The applicant has requested the RP-1B district because it allows one dwelling unit per 6,000 sq. ft. rather one unit per 10,000 sq. ft. as permitted in the R-1A district. The applicant has proposed six new dwelling units for the site in addition to the existing single-family dwelling for a total of seven lots. It should be pointed out that this is the same district (RP-1B) that Mission Pines is zoned; which is located on the northeast corner of 79th and Mission Road. Mission Pines was originally approved for more units than have actually been built and the current plan is for 25 units on 4.3 acres of land, which is a density of 7,549 sq. ft. per unit. This compares with a density of 16,788 sq. ft. per unit for the proposed plan. The existing dwelling is large and is located on the south

portion of the tract. It will have a lot area of 50,555 sq. ft. The water detention area adjacent to 75th Street is 7,308 sq. ft. so the net area left for the six dwellings is 49,605 sq. ft. or 8,268 sq. ft. per dwelling unit. If the detention area is included in the calculation the area would be 9,489 sq. ft. per dwelling unit for the six units.

Chairman Ken Vaughn led the Planning Commission in the following review of the Golden Factors:

1. The character of the neighborhood;

This is a single-family residential neighborhood that is quite diverse in the size and age of the housing. The existing dwelling sets on 2.7 acres and was built in 1928 well before the City of Prairie Village was incorporated. The lots on the west are large (approximately one-half acre) and the dwellings are large. The lots and dwellings north, south and east are more modest at one-quarter to one-third acres in size. The houses to the north, south and east were built in the fifties. The houses to the west were an infill development and built in the seventies. Although there is a great variety in the homes in this area, they are all single-family dwellings.

2. The zoning and uses of property nearby

North: R-1B Single-family District - Single Family Dwellings

East: R-1A Single-family District - Single Family Dwellings

South: R-1A Single-family District - Single Family Dwellings

West: R-1A Single-family District - Single Family Dwellings

3. The suitability of the property for the uses to which it has been restricted under its existing zoning;

The property is zoned R-1A which requires a minimum lot width of 80 feet and a minimum area lot of 10,000 sq. ft. The lot is 524 feet deep by 224 feet in width. Because of its size and the fact that there is an existing dwelling on the south end some form of redevelopment is desirable. The tract is not wide enough to provide a double loaded public street and a planned residential district would allow the developer to make adjustments in standard requirements in order to provide a development that better fits the site.

4. The extent that a change will detrimentally affect neighboring property;

Although the development is going to be single-family detached units, it is going to be a higher density than other developments in the area. There will be an increase in stormwater runoff because of an increase in the amount of hard surface on the site, but that will be handled by the construction of an underground detention facility adjacent to 75th Street. There will be only one entrance and exit to 75th Street for the seven units which will limit the number of potential traffic conflict points on Mission Road. Most of the large trees located in the interior of the site will be lost because of the development.

5. The length of time of any vacancy of the property;

The existing residence was built in 1928 so the property has not been vacant but the tract is 2.7 acres which is very large for one dwelling unit.

6. The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners;

The approval of this project will permit redevelopment for a use that will be of higher value and will be more of an asset to the neighborhood. The site is undeveloped at this time except for the one dwelling at the south end and is under-utilized. The redevelopment of this site should increase the values of the adjacent properties because it is new development rather than create a hardship.

7. City staff recommendations:

It is the opinion of the staff that this is a logical request for the RP-1B single-family dwelling district because the area is residential and the area on the north side of 75th Street is zoned R-1B. The development will provide another housing choice for the area for those who do not wish to maintain large lots. 75th Street is a heavily traveled arterial street and the RP-1B allows a design solution that is more compatible. The proposed development is single-family detached and through proper design can be compatible with the other adjacent single-family dwellings. The density of the development, six new units, seems reasonable but the new units might be a little large for the size of the lots.

8. Conformance with the Comprehensive Plan;

This proposal is in conformance with the two primary principles of the future land use plan which are:

- Existing residential and commercial areas must be stabilized which will occur through reinvestment from both public and private sources.
- Redevelopment of higher density or intensity residential retail commercial and office uses will be encouraged and supported provided that the proposed redevelopment project is designed in a manner that is compatible with adjacent areas.

Also Chapter 6 of Village Vision addresses the 75th Street Corridor. The plan is very general but recommends higher intensity of development and sidewalks and street trees.

9. Consideration of preliminary development plan;

The purpose of the development plan is to encourage and require the orderly development and redevelopment at a higher quality level while permitting deviations from established and customary development techniques. The submittal by the developer and the approval by the City of a preliminary development plan represents a firm commitment by the developers that the development will, indeed, follow the approved plans in such areas as concept, intensity of use, aesthetic levels, and quantities of open space. Deviations in yard requirements, setbacks, and relationships between buildings may be approved by the Planning Commission and Governing Body if it deems that other amenities or conditions will be gained to the extent that an equal or higher quality of development will be produced. Residential areas are to be planned and developed in a manner that will produce more usable open space, better recreation opportunities, safer and more attractive neighborhoods than under standard zoning and development techniques. The planned zoning shall not be used as a refuge from the standard requirements of the zoning district as to intensity of land use, amount of open

space, or other established development criteria. The applicant has submitted a typical floor plan and building elevation that depicts the concept of the development.

The zoning ordinance sets out standards for development in the planned zoning district which are as follows:

A. The maximum height of buildings and structures shall be as set out in the standard requirements of the equivalent district.

The zoning ordinance permits a 35 foot maximum height in the R-1B district and the proposed buildings will not exceed that height.

B The intensity of land use, bulk of buildings, the concentration of populations, the amount of open space, light and air shall be generally equal to that required in the equivalent district.

The dwellings that have been proposed are larger than typical dwellings in this district and therefore the lot coverage for lots 1, 2, 4 and 5 is approximately 35% and the lot coverage for lot 3 and 6 is also 35% where the ordinance allows only 30%. Part of the reason that the lot coverage is higher than the standards in the ordinance is the applicant has divided the three- car garages into one single-car garage and one double-car garage for the larger lots. This breaks up the large garage door and driveway areas, but two garages require more square footage than one three-car garage. A second point is that the dwelling units have a larger floor area than typical homes in the R-1B district. The dwellings on lots 1, 2, 4 and 5 have a footprint of 2,772 sq. ft. and the dwellings on lots 3 and 6 have a footprint of 3,188 sq. ft. Lots 3 and 6 could be increased by 1,040 sq. ft. each by adding the land on the east and west ends of the hammerhead cul-de-sac. This would reduce the lot coverage to 31.4%. The area along 75th Street that is designated as underground stormwater detention will be open space as well. The area on both sides of the private drive is approximately 7,308 sq. ft. which is 14.7% of the area of the six lots. The Planning Commission will need to make a determination on the lot coverage before it sends its recommendation to the Governing Body.

It may also be possible to move the hammerhead cul-de-sac further south to increase the size of the lots and thereby reduce the lot coverage by the dwellings.

C. The density of residential dwelling units, the parking requirements, and performance standards shall be the same as in the equivalent district.

The existing R-1B district permits one dwelling unit per 6,000 sq. ft. and this project has one dwelling unit per 8,268 sq. ft. for the six new lots so it does meet the requirements of density. The project is providing three garaged parking spaces for lots 3 and 6. Each lot should be able to provide three to four visitor parking spaces on the driveways. The proposed project does adequately meet the requirements of the zoning ordinance. The R-1B district requires a lot depth of 100 ft. and the proposed lots will be 99 feet.

D. The permitted uses shall be the same as those permitted in the equivalent district provided that limitations may be placed on the occupancy of certain premises if such limitation is deemed essential to the health, safety or general welfare of the community.

The R-1B zoning district permits single-family detached dwelling units and the applicant has proposed single-family detached dwelling units.

E. The Planning Commission may require assurance of the financial and administrative ability of any agency created by a developer for the purpose of maintaining common open space and facilities of non-public nature.

There will be common open space (the detention facility area) and the private drive with this project which will have to be maintained by a homes association and the developer will need to prepare a document creating the homes association. The final document will need to be reviewed and approved by the Planning Commission with the submittal of the final development plan and final plat.

F. The Planning Commission and Governing Body may, in the process of approving preliminary and final plans, approve deviations from the standard requirements as follows, provided any deviations approved shall be in keeping with accepted land planning principles and must be clearly set out in the minutes as well as on exhibits in the record:

1. Setbacks of buildings and paved areas from a public street may be reduced to 50% of the standard requirement.

The dwellings side to 75th Street and maintain a 15 foot front setback adjacent to the private drive. Since the dwellings will face onto a private drive a deviation is not necessary.

2. The setbacks of buildings from a property line other than a public street may be reduced to 60% of the standard requirement and setbacks at paved areas adjacent to property lines, other than street lines, to zero if existing or proposed development on said adjacent land justifies the same.

The rear yard requirement in the R-1B zoning district is 25 feet and the applicant is proposing to reduce the rear yard to 20 feet. 60% of the standard requirement would be 15 feet.

3. Side yards between buildings may be reduced to zero.

The applicant has not proposed any zero lot line buildings and is maintaining the 12 foot setback between buildings which is the requirement of the R-1B district.

4. The above deviations may be granted by the Planning Commission and Governing Body only when compensating open space is provided elsewhere in the project, whether there is ample evidence that said deviation will not adversely affect the neighboring property nor will it constitute a mere granting of a privilege.

It should be pointed out that there will be no public streets in this project and that the access will be limited to one point on 75th Street. The narrow width of the property causes a need to move the buildings closer to the property lines and thus results in a need to reduce the required front and rear setback lines. This housing complex is designed with a face to face internal orientation as in a conventional type of development rather than a single loaded street.

The concept of this development is to provide dwellings that are well designed on smaller lots to minimize lot maintenance and upkeep. This proposed development will appeal to empty-nesters and families with older children. The concept provides a single-family dwelling on a lot as compared to a patio home or townhouse development. This proposal provides a concept that is similar to Mission Pines which has been very successful; however, the uniqueness of this proposal is that it is only six dwellings. Small enclaves like this mixed with other types of single-family development will provide a variety of housing choices which should strengthen the value of surrounding properties.

The deviation of the setbacks will not adversely affect the neighboring property nor will they constitute a mere granting of a privilege. It is based on a design concept which provides housing options for residents of the City.

G. The design of all planned projects, whether residential, commercial or other, shall be such that access and circulation by firefighting equipment is assured to not be hindered by steep grades, heavy landscaping or building space.

The internal circulation for this project will be a private drive and the applicant has met with the Fire Department who has approved the hammerhead cul-de-sac design.

Bob Lindeblad stated the character of the neighborhood has R-1a on one side and R-1b allows for smaller lots. Infill is workable with the right building setbacks. He feels this project can be a good fit within this neighborhood and complies with the city's comprehensive plan. There is not any negative impact on the neighborhood. He is supportive with maintaining the required setbacks.

Nancy Vennard noted in response to Mr. Royer's comments on the use of alternative materials for the street surface that there are new sustainable ideas for surfacing. Mr. Williamson stated Mr. Royer would need to work with Public Works on the street surface. Mrs. Vennard asked if curb and gutters are part of the standard and if the surface material was a separate standard.

Keith Bredehoeft reviewed his concerns with the Commission and stated that he would continue to work with the applicant.

Bob Lindeblad moved the Planning Commission find favorably on the ordinance factors and the Golden Factors and forward PC2013-08 to the Governing Body with a recommendation for approval of the requested rezoning from R-1a to RP-1b for the property at 3101 West 75th Street subject to the following conditions:

1. Approve the front yard setback of 15 feet.
2. Approve the rear yard setback for 25 feet.
3. Approve the lot coverage for 30%.
4. Approve the lot depth of 99 feet.

In addition to the above, the following conditions need to be included in a favorable recommendation to approve the Preliminary Development Plan for Chadwick Court:

1. That a revised storm drainage plan be submitted to Public Works for their review and approval prior to the submission of the final plan. This will determine the size of the detention facility and how it will connect to the existing storm sewer system.
2. That the internal streets be private, and be built to City standards in terms of pavement depth and materials. The plans and specifications shall be reviewed and approved by Public Works.
3. That the applicant dedicate 10 feet of additional right-of-way for 75th Street and move the lots further south 10 feet.
4. That the plan as submitted be revised based on the requirements of the Planning Commission, be approved as the preliminary plan and be the basis for the preparation of the final plan.
5. That the property be platted prior to obtaining any building permits.
6. That the Homes Association agreement be submitted with the final plan guaranteeing the maintenance of the private street and stormwater detention area designated as Tract A.
7. That the existing trees and vegetation along the east and west property lines be preserved and protected during construction.
8. That a landscape plan be submitted with the Final Plan.
9. That any subdivision identification sign be submitted to the Planning Commission for approval.
10. That the applicant add the area on the east and west ends of the hammerhead cul-de-sac to Lots 3 and 6 to increase their area.
11. That the Preliminary Development Plan be revised based upon the action of the Planning Commission prior to it being submitted to the Governing Body for its consideration.
12. The building elevation and floor plan be approved as the concept plan for the development.

The motion was seconded by Randy Kronblad.

Nancy Wallerstein clarified the maximum lot coverage would be 30%.

Bob Lindeblad stated he wants to promote infill but wants it to be done right and the Commission needs to pay attention to details.

Nancy Wallerstein expressed concern with the lack of response from the neighbors on Aberdeen. The Planning Commission Secretary confirmed that notices were sent out to all property owners within 200' of the property, including the residents on Aberdeen.

The motion was voted on and passed unanimously.

NON-PUBLIC HEARINGS

Chairman Ken Vaughn announced the following changes to the order of the agenda for Non-Public Hearings:

- PC2013-116 - Site Plan Approval - LiveBlue
- PC2013-121 - Monument Sign Approval - Corinth Paddock
- PC2013-110 - Site Plan Approval - Dolce Bakery
- PC2013-118 - Homestead Country Club
- PC2013-120 - Preliminary Plat Approval - Chadwick Court

PC2013-116 Site Plan Approval - Live Blue

15 on the Mall

Zoning: C-2

Applicant: Jacob Palan, HelixKC for Blue Cross/Blue Shield

Jacob Palan with HelixKC addressed the Commission on behalf of Blue Cross/Blue Shield, who is instituting a new retail concept to bring services to customers in a retail setting and engage the community in wellness. The purpose of Live Blue is to prepare for the implementation of the Affordable Act. The facility will have a small amount of health products that they will be promoting; however, these will not be sold at the store.

The applicant is requesting site plan approval for an outdoor seating area, planter boxes and bike racks on the east side of the tenant space and clarification of signage on both the east and west facades.

Ken Vaughn asked if the applicant had received the staff report and if they had any comments. Mr. Palan asked for clarification on condition #2. Ron Williamson replied that a 48" open walkway must be maintained to meet ADA requirements beyond any overhang from parked vehicles.

Mr. Palan stated he thought that the staff had already approved the signage for the site based on the sign standards for the center. Mr. Williamson stated they had and that condition number 4 was not necessary. Jim Brown noted that sign permits have already been issued by staff in compliance with the approved sign standards.

Ron Williamson noted that the City has come to an agreement with Lane4 regarding parking requirements for the center which is based on square footage. This requires that a square footage chart be updated and presented with each new application for the center.

Nancy Wallerstein asked what the hours of operation would be for LiveBlue. Mr. Palan responded it would be open from 10 a.m. to 9 p.m. on weekdays and 10 am to 6 pm on Saturdays.

Randy Kronblad confirmed that the 48" walkway needs to be maintained. Mr. Palan replied it will be. Nancy Vennard questioned an open space on the plans without any parking designated. Mr. Williamson responded there is a fire hydrant in that location and the fire department has required it remain open and accessible.

Ron Williamson presented the following information on this application:

The outdoor seating area is to accommodate three tables, six chairs and a bench along the face of the building and is approximately 7' x 18' or 126 sq. ft. This will serve as a conversation area where people can relax and have a soft drink. No food will be served. The bike racks will be located in the corner west of the store. The distance between the columns and the curb is 54". In order to meet ADA accessibility through this area an unobstructed walkway of 48 inches must be maintained. Vehicle overhang could be 24 inches which reduces the accessible walkway to 30 inches. The curb will need to be moved out at least two feet to widen the sidewalk and allow an ADA accessible walkway. This would increase the outdoor seating space in the Center from 5,319 sq. ft. to 5,445 sq. ft. and would increase the Center sq. ft. from 311,743 to 311,869.

The square footage of Village Center has been agreed upon between the City and the owners. The off-street parking requirement for mixed office/commercial centers over 300,000 square feet is 3.5 spaces per 1,000 square feet. The addition of 126 square feet for the outdoor seating area will increase the required parking from 1,091 spaces to 1,092 spaces. The Center provides 1,133 spaces and has an excess of 41 spaces. Based on the agreed upon parking calculation method, the applicant will need to submit a floor plan indicating the amount of area designated as storage and the Center will need to update the square footage chart, indicating the change in storage area and patio area.

The applicant has proposed to use a wall sign as well as the band sign that is used by other tenants. This is allowed by the sign standards when the tenant space has a flat or brick wall. The applicant also has incorporated wood into the building façade. Wood has not been used extensively in the Center, but the Tavern and UMB building have used wood.

Chairman Ken Vaughn led the Commission in the following review of site plan criteria:

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

The site is capable of accommodating the seating area, bike racks and bench provided an ADA accessible walkway is available. The walkway between the curb and the building columns is only 54 inches and with vehicle overhang it would be reduced to 30 inches. The walkway will need to be widened so that there is an unobstructed walkway of 48 inches. The 48-inch width allows for a wheelchair and a pedestrian to pass.

B. Utilities are available with adequate capacity to serve the proposed development. Utilities are currently in place serving the Prairie Village Center and are adequate to serve this minor expansion for outdoor seating.

C. The plan provides for adequate management of stormwater runoff. There will be no increase in impervious surface so stormwater is not an issue.

D. The plan provides for safe and easy ingress, egress and internal traffic circulation.

The proposed site will utilize existing driveways and the general circulation of the Center will not be changed. Adequate pedestrian accessibility will need to be maintained between the columns and the parking lot on the east side.

E. The plan is consistent with good land planning and good site engineering design principles.

The addition of outdoor seating will help create a more vibrant atmosphere for the center and is consistent with good land planning practices. The primary site design issue is the need to maintain a minimum 48-inch walkway for ADA accessibility between the canopy columns and the parking lot curb.

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

The façade of this tenant will be significantly different than other tenants in the building. The existing masonry bases at the bottom of the windows will be removed and replaced with glass panels that run to the floor. This will not be as noticeable on the east side because of the bands along the wall, but it will be clearly seen from the mall side. Also, the introduction of wood will be a change from the masonry walls.

Most of the tenants in the center have maintained some type of masonry base under the windows, however, Joseph A. Banks which is nearby has window frames that run to the floor.

G. The plan represents an overall development pattern that is consistent with the comprehensive plan and other adopted planning policies.

One of the principles of the Village Vision was to focus on redevelopment and reinvestment in the community. These issues have become primary goals for the City and this project represents a step in that direction. This is the opportunity to enhance and intensify the use of the building that will generate additional revenues for the City.

Randy Kronblad moved the Planning Commission find favorably on the site plan criteria and approve PC2013-116 for site plan approval for LiveBlue located at the NW corner of 71st & Mission Road subject to the following conditions:

- 1) That all lighting used to illuminate the outdoor area be installed in such a way as to not create any glare off the site and be in conjunction with the outdoor lighting regulations.

- 2) That a minimum 48-inch wide accessible walkway be maintained on the east side which is not obstructed by vehicle overhangs into the walkway.
- 3) That the applicant submit a landscape plan for the planters to Staff for review and approval.
- 4) That the signage be approved in accordance with the approved sign standards. (included per amendment by Mrs. Wallerstein)
- 5) That the square footage chart and drawings be updated and submitted to the City in order to determine the appropriate square footage for the parking requirement.

The motion was seconded by Bob Lindeblad.

Nancy Wallerstein stated she would like to see condition 4 remain in the approval but worded “that the signage be approved in accordance with the approved sign standards.” The amendment was accepted and the motion was voted on and approved as amended by a vote of 5 to 0.

PC2013-121 Monument Sign Approval Corinth Paddock

Skip Kendall, 3712 West 79th Terrace, in Corinth Paddock addressed the Commission as landscape chairman for the homes association. The homes association would like to replace their existing subdivision identification signs with two new signs at 79th Terrace and Mission Road. The previous monument sign was located on a split rail fence. The new monument sign will be anchored with stone pillars that have already been installed.

Orientation

The proposed signs will replace the existing signs and are located on the north and south sides of 79th Terrace, angled and facing west towards Mission Road.

Setback

The signs will be located approximately 10 feet from the back of curb.

Construction Materials

The sign panels will be constructed out of high density urethane with a medium brown, stucco finish background and raised, enamel lettering in white. The sign panels will be supported by stone columns on either side.

Illumination

Previously, the sign were illuminated from a source that was visible from the street. The proposed signs will be illuminated by the same source, but Mr. Kendall stated the lights will not be visible from either the north or south due to proposed landscaping. .

Height

The proposed signs will be 45” tall, which is within the 5’ maximum height permitted by Section 19.48.015.M.

Area

The proposed sign panels are 6'-3" in length and 2'-1" in height, approximately 13 square feet, which is within the 20 square feet maximum permitted by Section 19.48.015.M.

Landscaping

The applicant has submitted a landscape plan, and the plant selection is appropriate. The source of illumination is not identified on the landscape plan, but as mentioned above, the applicant has indicated that plant material will be used to screen it from view.

Bob Lindeblad moved the Planning Commission approve PC2013-121 - Subdivision Identification Signs for Paddock Court to be located on 79th Terrace and Mission Road as presented with the source of illumination not to be visible from the street or from any dwelling within the subdivision. The motion was seconded by Nancy Wallerstein and passed unanimously.

PC2013-119 Site Plan Approval - Dolce Bakery 3930 West 69th Terrace

Jeff Hall, representing Dolce Bakery, stated that the bakery was moving from its present location to a location in the Prairie Village Shopping Center. They would like to have an outdoor patio area at the new location. The outdoor seating area is approximately 7' x 26' or 182 square feet. There will be four café tables and 8 chairs.

Danielle Dulin noted there is no usable walkway between the columns and the curb, and in order to meet ADA accessibility through this area, an unobstructed walkway of 48" must be maintained between the outdoor furniture and the columns. Mr. Hall responded that smaller café tables will be used to maintain that open walkway.

Ron Williamson noted, as with the previous application, the applicant will need to submit a floor plan indicating the amount of area designated as storage and update the square footage chart indicating the change in storage area and patio area.

The square footage of the Prairie Village Shopping Center has been agreed upon between the City and the owner. The off-street parking requirement for the mixed office/commercial centers over 300,000 square feet is 3.5 spaces per 1,000 square feet. Pending the approval of PC2013-116, the addition of 182 square feet for the outdoor seating area will increase the required parking from 1,092 to 1,093 spaces. There are currently 1,133 spaces, an excess of 40 spaces.

Ken Vaughn led the Commission in the following review of the Site Plan Criteria:

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

The site is capable of accommodating the seating area provided an ADA accessible walkway is maintained between the furniture and the columns at all times. An ADA accessible walkway is 48" wide and unobstructed. This allows for a wheelchair and a pedestrian to pass.

B. Utilities are available with adequate capacity to serve the proposed development.
Utilities are currently in place serving the Prairie Village Shopping Center and are adequate to serve this minor expansion for outdoor seating.

C. The plan provides for adequate management of stormwater runoff.
There will be no increase in impervious surface so stormwater is not an issue.

D. The plan provides for safe and easy ingress, egress and internal traffic circulation.
The proposed site will utilize existing driveways, and the general circulation of the Center will not be changed.

E. The plan is consistent with good land planning and good site engineering design principles.
The addition of outdoor seating will help create a more vibrant atmosphere for the Center and is consistent with good land planning practices. The primary site design issue is the need to maintain a minimum 48-inch walkway for ADA accessibility between the canopy columns and outdoor furniture.

Nancy Wallerstein moved the Planning Commission find favorably on the Site Plan Criteria and approve PC2013-119 for outside seating the Dolce Bakery at 3930 West 69th Terrace subject to the following conditions:

- 1) That all lighting used to illuminate the outdoor area be installed in such a way as to not create any glare off the site and be in conjunction with the outdoor lighting regulations.
- 2) That an unobstructed, 48" wide accessible walkway be maintained between the outdoor furniture and the canopy columns at all times.
- 3) That the square footage chart and drawings be updated and submitted to the City in order to determine the appropriate square footage for the parking requirement.

**PC2013-118 Site Plan Approval - Homestead Country Club
6510 Mission Road**

Brian Collins, addressed the Commission representing the Homestead Country Club in its request for Site Plan Approval to install two additional platform tennis courts. The courts are proposed to be located in the area south of the existing two platform tennis courts. The two existing platform tennis courts were approved by the Planning Commission on June 7, 2011. They were installed with lighting and skirting; and have been very successful with a growing demand as more leagues are formed. In the

Kansas City area, platform tennis courts are located at The Carriage Club and the Kansas City Country Club. Each has two courts.

Platform tennis is primarily a doubles sport that is played year around. The game is played on an elevated aluminum deck $\frac{1}{4}$ the size of tennis court and is surrounded by a 12' high superstructure with taut, 16-gauge "chicken wire" fencing which allows play off the walls, as in racquetball and squash. The court is 44' long and 20' wide on a deck with a playing area 60' by 30'.

The base of a platform tennis court is usually enclosed, allowing for a heating system beneath the deck (propane, natural gas or kerosene.) The heating system melts ice off the aggregate deck surface, allowing athletes to play outdoors in all weather conditions. Most courts have lighting systems for winter so the game can be enjoyed year-round. The proposed courts for Homestead will be lighted and skirted just like the existing courts. Mr. Collins presented an outdoor lighting plan that is in compliance with the outdoor lighting ordinance.

When the two initial platform tennis courts were approved for Homestead, hours of operation were a condition of approval. The hours were 6:00 am to 10:30 pm, Monday-Friday, and 8:00 am to 10:30 pm, Saturday and Sunday. This condition should also apply to the new platform tennis courts.

Mr. Collins stated a neighborhood meeting was held on August 20, 2013 and five property owners were in attendance. The questions were mainly about noise and landscape screening. The neighbors would like additional evergreen planting along the south side of the courts to screen them and soften the noise. The club has agreed to provide the additional trees.

Ken Vaughn asked if the additional trees would be planted near the court or near the property line. Mr. Collins responded the previous trees were planted near the property line and he would anticipate these would also be near the courts.

Chairman Ken Vaughn led the Commission in the following review of the Site Plan Criteria:

1. The site is capable of accommodating the buildings, parking areas, and drives with appropriate open space and landscape.

The site is approximately 14.5 acres in area and is adequate in size to accommodate the proposed structure. No additional parking areas and drives have been proposed. The proposed structure will be approximately 91' from the south property line, 420' from the west property line and 340' from the north property line. The platform tennis courts will not be visible from Mission Road which is to the east. A row of evergreens were planted along the south property line when the two original courts were constructed, however, the neighbors would like this to be enhanced with additional plantings.

2. Utilities are available with adequate capacity to serve the proposed development.

The property is currently served with all utilities and the only change will be the addition of some electrical line in order to light the courts. No additional needs are contemplated for water and sewer services.

3. The plan provides for adequate management of storm water runoff.

The platform is set on 21 twelve inch piers and the platform is designed so that water drains through it to the ground. Therefore very little impervious surface will be created and the site should adequately handle the storm water.

4. The plan provides for safe and easy ingress, egress and internal traffic circulation.

No change is being proposed in the current egress to the property or in the traffic circulation. No new parking is proposed or anticipated as part of this project.

5. The plan is consistent with good planning and site engineering design principles.

The proposed platform tennis courts have been located between two existing facilities on the site - the tennis courts on the west and the fitness center on the east. To the north are the two original platform tennis courts and south is open lawn area. The proposed location should have a minimum negative impact on neighboring properties. The addition of some evergreen landscaping on the south side of the courts should mitigate the concerns of the property owners along Homestead Drive. The light poles are approximately 20' tall and the light fixture is a shoebox design that diverts light down. The applicant will need to submit a photo metric lighting plan that meets the outdoor lighting ordinance, which is 0.0 foot candles at the property line.

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

The proposed platform tennis courts are not of the same design as facilities in the surrounding neighborhood but they are the same as the existing platform tennis courts at Homestead Country Club. As stated earlier, platform tennis courts are currently in existence at The Carriage Club and the Kansas City Country Club where they are close to residences.

7. The plan represents an overall development pattern that is consistent with the comprehensive plan (Village Vision) and other adopted planning policies.

One of the primary objectives of the comprehensive plan is to encourage the reinvestment in the community to maintain the quality of life in Prairie Village. The Homestead Country Club is one of the unique amenities that sets Prairie Village apart from competing areas south of I-435 and the City should support the Club in order to maintain its competitive position. This application is consistent with the comprehensive plan in encouraging reinvestment in the community.

A discrepancy in the staff report was noted with the interior of the report stating the courts would not be closer than 90 feet from the south property line and the conditions for approval stating 91 feet. The condition of approval was changed to read 90 feet.

Nancy Wallerstein asked why the large space between the courts. Mr. Collins stated this is needed for the power lift to be able to access the bubble that is stored in the building east of the courts.

Nancy Vennard noted the neighbors are asking for evergreens, but noted they are going to take several years to grow to the size where they will be an effective screen. She suggested that some other plantings also be added around the court. Nancy Wallerstein agreed a couple of trees are not sufficient landscaping. Mrs. Vennard noted the plan shows seven trees. Mrs. Wallerstein felt more were needed. Mr. Lindeblad suggested that issue be left to the approval of staff. Randy Kronblad pointed out the trees that were installed three years ago with the initial courts are not very large to provide screening. Mr. Collins noted it has been a difficult year to maintain trees. Ron Williamson stated that staff will work with the applicant on a combination of plantings that will be more effective more quickly.

Nancy Wallerstein stated she has heard complaints from several residents on Homestead Lane regarding the noise level late in the evening from playing and people visiting after games. This issue concerns her and she would like to see the courts moved closer to the clubhouse than to the residents. Mr. Collins replied there was not enough room to accommodate the courts. Bob Lindeblad did not feel that two additional courts were going to have a large impact. Nancy Vennard confirmed which courts were lit.

Jim Blackwell, 4200 Homestead Drive, one of three neighboring property owners, addressed the Commission with his concerns on the size and location of the courts as they impact his view and stated there was a lot of noise coming from the courts, especially late at night. He also expressed concern with water coming from the courts. He has requested the skirting be green instead of black. He noted the light poles are 12' tall and wants to be sure the lighting will not shine in his backyard. He asked why the lights couldn't be put on a timer. Mr. Blackwell said he was told the court location could not be moved because of a proposed building.

Nancy Wallerstein asked what building?

Bryce Johnson, 6510 Homestead Drive, stated Mr. Blackwell misunderstood the reference to a possible building. The club has discussed the possibility of placing a warming hut/area between the courts in the future.

Nancy Wallerstein felt if this was a future plan, it should have been depicted on the plans. It appears everything is being presented in a very piecemeal fashion. She would like to see the visions and plans for the club. Mr. Collins responded nothing has been approved or discussed at the Board level regarding possible warming huts. The only things being requested for approval are the two courts.

Ken Vaughn noted it was stated earlier that space was necessary between the courts to move the tennis bubble. Mr. Collins replied yes, to access the tennis bubble which is stored on site in the fitness center to the east.

Mr. Vaughn asked if there was a master plan for the development of the club. Mr. Collins stated there is not an approved master plan. Mr. Vaughn noted the Commission does not appreciate getting blindsided with piecemeal additions to a property.

Paul Wrablica, a member of the Homestead Board, noted at one time there was a plan for an ice skating rink. There is a desire by the membership to grow the club memberships and platform tennis is a growing sport that has brought new life and members to the club. The club is asking for approval to construct an additional two courts. Nancy Wallerstein asked if Mr. Warbe felt the club would be adding more courts in the future. He responded he does not believe there is room for any more courts to be added.

Nancy Vennard asked Mr. Blackwell if he wanted black or green skirting.

Ken Simons, 4110 Homestead, replied he would prefer the green skirting on the courts as it blends better.

Nancy Wallerstein confirmed there were four courts covered by the bubble and there was no other way to access the bubble. Mr. Collins responded it is how the bubble is accessed. Mr. Vaughn questioned if it was the only access or the most convenient access. Nancy Wallerstein noted that if the courts were pulled closer together and the bubble was moved around the south end of the courts, a better buffer could be provided.

Ken Vaughn stated he would like to see more landscaping to provide a more effective buffer. Mr. Collins replied they would do whatever was reasonable. Mr. Vaughn stated he would like it to provide an all-season screening to help with the noise.

Nancy Wallerstein asked if the hours could be cut back to 10 o'clock instead of 10:30 p.m. Mr. Collins stated as set the time frame allows for two start times.

Nancy Vennard asked how the lights were controlled. Mr. Collins stated they were turned on and off manually.

Mary Anne Simons, 4110 Homestead Drive, stated she wants to be a good neighbor as an abutting property owner, but stated that sound is an issue. Especially in the winter particularly the noise from the courts vibrates in her house. She would like to see this addressed before more courts are allowed.

Brian Collins noted they place skirting boards around the bottom of the courts to help buffer the sound. Nancy Vennard confirmed the courts were placed over grass which would provide more of a sound buffer than concrete. Mr. Collins stated he could check on other ways to address the sound, perhaps a product that could be installed similar to insulating. Nancy Wallerstein stated she would like to have that added to the conditions for approval. She would also like added that there shall be a maximum of four courts as has been stated by speakers. Mr. Williamson stated this could be added, but does not feel there would be sufficient room for any more courts.

Nancy Vennard asked if the club would consider moving the playing time back to 10 p.m. Mr. Collins stated he could not speak for the club and noted all of the courts are being used on Tuesday, Wednesday and Thursday for league play and as play gets better matches go longer. They are trying to allow people the time to complete their matches.

Bob Lindeblad noted Homestead is a long established club with an outstanding history of tennis and he feels the requested two additional platform tennis courts is a reasonable request; therefore, he moved the Planning Commission find favorably on the Site Plan Criteria and approve PC2013-118 for the installation of two platform tennis courts at Homestead Country Club, 6510 Mission Road subject to the following conditions:

1. That the platform tennis courts will be located as shown on the site plan submitted and not be closer than 90 ft. from the south property line.
2. That the outdoor lighting be in compliance with the outdoor lighting ordinance and the applicant submit an outdoor lighting plan to the City for Staff review and approval.
3. That the base of the courts be skirted with the same material, but green in color, that was used on the two existing courts. Additionally, the applicant will research ways of softening the sound and implement if required by staff.
4. That the hours of operation shall be 6:00 am to 10:30 pm, Monday-Friday, and 8:00 am to 10:30 pm, Saturday and Sunday.
5. That the applicant submit an all-season landscape plan to screen the courts on the south side and adjacent to the courts for review and approval by Staff.

The motion was seconded by Nancy Vennard. The motion was voted on and passed by a vote of 5 to 0.

**PC2013-120 Preliminary Plat Approval
3101 West 75th Street**

The proposed preliminary plat is a seven lot plat of an unplatted parcel of land that is occupied by one large dwelling at the south end of the tract. The property is proposed to be zoned RP-1B Single-Family Dwelling District and the minimum lot size is 6,000 square feet with a minimum lot width of 60 feet. The area of the parcel is approximately 2.7 acres and the smallest lot, #1, is 7,898.9 sq. ft. which is larger than the minimum lot size.

Ron Williamson stated the plat is dependent upon the approval of the Preliminary Development Plan that is a part of the Zoning Change Request from R-1A to RP-1B. Therefore, it is recommended that the action on the Preliminary Plat be deferred until such time as the Governing Body approves the RP-1B zoning change. If changes occur to the Preliminary Development Plan then the plat will need to change also and be resubmitted.

Ron Williamson added there are several issues related to the plat that need to be addressed including drainage and right-of-way issues as well as a sewer line relocation.

Bob Royer responded that he was ok with the continuation of this item. He would be willing to come back to the Planning Commission in November with the final development plan and the plat.

Nancy Wallerstein moved the Planning Commission continue PC20113-120 until the November 5th meeting after the Governing Body has taken action on the requested rezoning. The motion was seconded by Randy Kronblad and passed unanimously.

OTHER BUSINESS

PC2012-108 - Site Plan Approval for Corinth Hen House

Owen Buckley, representing Lane4 and Kylie Stock with LegaC Properties were present to address the Commission regarding action taken by the Commission at their June 4, 2013 meeting when they required screening be installed on the west side of the building and that RTUs that extend above the screening be painted.

Mr. Buckley asked the Planning Commission to reconsider that requirement. They feel that the landscaping along Somerset Drive and the painting of the units they have already done provides more than sufficient screening. He noted the cost to screen the west side of the building with a wall would cost an additional \$70,000.

He noted that plans submitted and approved for their building permit did not indicate a screening wall. Therefore, they felt the City agreed that the screening from the existing trees was sufficient, and now they are being told they need to provide additional screening. He does not feel the impact of the screening justifies a \$70,000 expenditure of CID funds, noting they want to be fiscally responsible with the expenditure of CID funds and feels they could be more effectively used.

Nancy Wallerstein noted that the RTU's that have been installed are larger than what was presented on the initial plans, which is why the Commission has required additional screening.

Ron Williamson noted several of the pine trees appear to be dying and, therefore, the screening is light and may only be temporary. The metal screening on the north, south and east elevations of the building provides more permanent screening and even though it is not tall enough to screen all the RTUs it does help significantly.

On June 5, 2012, the Planning Commission approved the Hen House Site Plan in Corinth Square subject to several conditions. Condition 6 was as follows:

6. That the final plan for the proposed RTU screening be submitted to Staff for review and approval prior to issuing a permit and any RTUs that are taller than the screen be painted the same color as the screen.

It was discussed, but the Planning Commission did not require the applicant to submit a drawing of the west elevation because the applicant stated that they only planned to

paint that side of the building. The applicant did install screening for the RTUs on the north, east and south sides of the building, but the screen is not tall enough to screen many of the units and no screening was provided on the west side. The Staff Report pointed out that the RTUs must be screened on all sides of the building and it is the understanding of Staff that Condition 6 intended for all sides of the building to be screened from the RTUs. Perhaps a different RTU was selected that was taller than originally proposed, but the screening does not screen the RTUs as shown on the drawings submitted to the Planning Commission.

Mr. Buckley confirmed that the units have all be painted.

Ken Vaughn noted that one of the concerns with landscaping is maintenance. Mr. Buckley stated they would come back with a landscape plan and it would be maintained to keep the screening intact.

Ron Williamson noted that on the approved elevations the screening went to the parapet and it was presumed the units were entirely screened.

Bob Lindeblad stated the elevations were approved on three sides with the fourth side requiring only painting.

Mr. Williamson responded that an elevation was not required on the west side, but the screening requirement applied to all four sides.

Nancy Wallerstein stated the bottom line is that the trees will come down and there will be nothing to provide screening for several years. Mr. Buckley stated only 7 to 10% of the trees are dead at most.

Nancy Vennard stated the corners are the most objectionable, particularly the south entrance from Somerset. There needs to be screening that wraps around the corner. Mr. Buckley responded that the wall was never meant to cover all. Mrs. Vennard stated the wraparound is something that could be done. Bob Lindeblad agreed that wrap around screen was needed at the corners.

Mr. Buckley stated the need to make decisions that are good expenditures of CID funds. Mr. Vaughn noted that landscaping is not an eligible CID expenditure and the screening needs to wrap around the corner. Randy Kronblad noted it was the intent of the Commission that the units be screened.

Nancy Vennard moved the Planning Commission direct staff to work out screening wrapping the corners to a logical spot, with Lane4 for the RTU's on the Corinth Hen House. The motion was seconded by Randy Kronblad and passed unanimously.

NEXT MEETING

The Secretary noted that at this time no new applications have been filed for consideration by the Commission in October. It was noted there are applications

outstanding that need to be brought forward, but staff does not believe they will be ready for October.

Staff will send a confirming e-mail, but at this time it appears the Commission will not need to meet in October. However, a full agenda is anticipated for the November meeting.

ADJOURNMENT

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 9:30 p.m.

Ken Vaughn
Chairman

JAZZ FEST COMMITTEE
September 17, 2013
7:00 p.m.

Present: Jack Shearer, Gloria Shearer, JD Kinney, Kate Fields, Donlea Hespe, Larry Kopitnik, Peggy Wright, Dan Andersen, Brian Peters and Joyce Hagen Mundy.

Festival Operations Evaluation

- Site layout was excellent with vendor court
- Merchandise tent location and size good
- Earlier set-up made for more relaxed atmosphere
- Continue Appreciation event with primary sponsor
- Each area leader needs to train an assistant for backup
- Hot weather had major impact on attendance and sales, particularly in afternoon; fortunate, to have rented fans for tents.

Fund-raising Evaluation

- Clearer more realistic fund raiser levels
- Set a sponsorship deadline for recognition to prevent last minute changes to publicity and banners
- Discount early sponsorships and table reservations
- Do one additional fund-raising event in addition to festival
- More funds raised than any other year. Can we retain donors?
- Fund-raiser did not meet expectation; more difficult than she thought - lots of contacts made raised approximately \$20,000 including in-kind donations.

Talent Evaluation

- Excellent - will be difficult to top
- Remain with the Kansas City Connections
- Artists were great to work with
- Discussion of returning Marilyn Maye in some capacity
- Peggy's assistance greatly appreciated by Larry
- Confirmed need for "Green Room", but discussed alternatives other than the community center - possible donation of construction trailer, RV Dealership
- List all musicians in program
- Could have more marketing and outreach particularly through social media to bring in people from outside the area
- Larry has received interest in possible collaboration with another jazz organization. He and Jack will follow-up.

Vendor Evaluation

- Include in contract and stress to vendors - hours of operation (had early closings)
- Create a new vendor contract
- Good variety of selection

- Vendors well received - sales not great because of the heat and afternoon crowd
- Vendors to sell drinks
- Vendors have expressed an interest to return next year

Merchandise

- Sangria recipe - worked - don't change
- Beer was foamy - Could charge \$5 for the beer instead of \$4
- Keep tip jar - change from beer sale often went in the jar. (estimated \$250 - \$300 in tips/donations received)
- Tent location and size good - no change
- Good T-shirt design
- Possible commission on CD sales (took a commission the first year). Cd sales totaled over \$1000. Marilyn Maye alone sold 41 cd's.

Volunteer Evaluation

- Excellent volunteers
- Dan needed more people for set-up and take down.
- Need volunteers for security with setting up the day before the event
- Possible service group partnership to cover security prior to and after the event
- Coordination of volunteer needs with area leaders was helpful
- Return the Merchandise Tent Guy
- Parking coverage went well
- Very few complaints received

VIP Tents & Tables

- Excellent set-up
- Food & Service was Excellent
- Stronger & Advance promotion of tables
- Change the cost for tables
- Establish a cutoff on Tables & Tents to prevent last minute adjustments
- Try to secure a more accurate count of tent attendees, particularly in VIP to prevent over-ordering of food and drink

Changes Recommended

- Better maintenance and use of website and social media
 - Make it active year-round post event pictures
 - Vendor announcements
 - Sponsor announcements
 - Pre-sales of tents, tables, shirts etc.
- Yard Signs too small - too much information - unable to read
- Last minute production increased cost - set deadline!
- Begin establishment of manual noting what was done in the past, contacts, recommendations, etc.
- JD & Jack will come up with a marketing Plan - recommended getting a person with PR background on the committee

- Get people talking on TV and radio about the festival
- Greater use of social media
- Consider two night format with Friday night focus on youth and jazz or perhaps blues
- Look into establishing an 503c(3) outside the City's
- Possible joint event/concert in winter with SME as a joint fund-raiser - tickets sold; possible silent auction as well maybe featuring food by the Broadmoore Food

Financial Report

Presentation check given to Heartland Habitat was given with no commitment, but in anticipation of having excess funds.

Still have funds outstanding and bills outstanding. At this time, it appears that if all anticipated funds and no surprise invoices arrive that the event will be able to make a small donation.

Selection of Date for 2014 Festival

The traditional Saturday following Labor Day would be September 6th. The following Saturday, September 13th was also discussed. It was noted there is some competition on the first weekend, but as it has been historically the Saturday following Labor Day, the committee decided to continue with that date. Next year's festival will be held on Saturday, September 6th. A possible change in the hours of the festival was briefly discussed. Discussion of a press release for the date was discussed. It will be announced in the next issue of the Village Voice and Jack or Dan will contact the PV Post with the information.

Next Meeting

The next meeting will be on Thursday, October 24th at 7 p.m. at Dan's home.

Adjournment

The meeting was adjourned at 9:45 p.m.

COUNCIL COMMITTEE OF THE WHOLE
November 4, 2013

The Council Committee of the Whole met on Monday, November 4, 2013 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Dale Warman with the following members present: Ashley Weaver, Ruth Hopkins, Steve Noll, Andrew Wang (arrived late), Laura Wassmer, Brooke Morehead, Charles Clark, Ted Odell and David Belz. Staff Members present: Wes Jordan, Chief of Police; Keith Bredehoeft, Interim Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Lisa Santa Maria, Finance Director; Nic Sanders, Human Resources Specialist; and Danielle Dulin, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk. Also present was Ron Williamson, City Planning Consultant.

COU2013-49 Consider Requesting Planning Commission consider amending the zoning ordinance to include a reapplication waiting period for Rezoning and Special Use Permit applications

Ron Williamson stated he had received several inquiries from council members regarding a time limitation on filing successive rezoning and special use permit applications for the same property as well as questions on the special use and conditional use process. Due to current active applications, he recommends the discussion on process take place at a later date. The Prairie Village Zoning Ordinance does not have a time limitation; however, many of the Johnson County cities do and the following is a summary of their requirements:

<u>City</u>	<u>Zoning Reapplication Waiting Period</u>	<u>Special Use Permit Waiting Period</u>
Leawood	6 months	6 months
Olathe	1 year	1 year
Shawnee	none	none
Overland Park	6 months	none
Lenexa	1 year	none
Mission	6 months	none

Mr. Williamson asked if the City Council is interested in pursuing an amendment to the Zoning Ordinance to include a reapplication waiting period. The Governing Body or Planning Commission can authorize a Public Hearing on the matter. In the past, the Governing Body has sent a request to the Planning Commission requesting it to authorize a public hearing. The Planning Commission has studied the matter, held a public hearing and made a recommendation to the Governing Body. A possible timetable for the process would be as follows:

November 4th Governing Body requests Planning Commission to hold a Public Hearing.

- December 3rd Planning Commission reviews Staff Memorandum and authorizes a Public Hearing.
- January 7th Planning Commission holds Public Hearing and makes recommendation to the Governing Body.
- January 20th Governing Body considers Planning Commission recommendation and considers approval of a zoning ordinance amendment.

Ruth Hopkins felt this is a reactionary response and although she does not oppose considering a change, she does not feel this is the right time.

Ted Odell noted the last special use permit application took significant staff time covering several months and that it would be good to have a break before any reapplication. David Belz asked what would be the benefit of such action. Mr. Williamson responded that it would allow time for the Commission to consider other items. Mr. Belz confirmed that this request is not coming from the Planning Commission.

Laura Wassmer noted the city has not had a project as big as the past application for some time she finds it disconcerting for the application to come back with a very similar project almost immediately. She would like to see the city require the plans to be significantly different for immediate reapplication. Ms Wassmer confirmed any Council action would not apply to any existing applications.

Quinn Bennion noted that in the past ten years the City has only denied three special use permit applications. He stated there is a significant amount of staff time and resources as well as Planning Commission and Council time that go into the consideration of a large project. He has found with a waiting period for reapplication, the applicant is more inclined to put forth the best project with the best chance for success.

Charles Clark raised the question that if you require applicants to wait to refile, how long do you want them to wait. He noted this will slow down development. There have been a very small number of these types of applications over the past 18 years he has served on the Commission and Council to merit a change.

Dale Warman stated he received two calls on this issue. The caller noted the negative impact such action would have on the applicant being able to retain its architects and engineers and other subcontractors necessary for the application to proceed. Mr. Warman stated that in his employment he had requested several special use permits both with cities that had waiting periods and did not and the idea of not being able to refile promptly was a concern. Mr. Warman noted the action before the Council is simply whether to ask the Planning Commission to consider such a change.

Laura Wassmer would like to think that Mr. Bennion's experience with applicants presenting their best projects the first time was accurate and would be willing to have a

shorter waiting period of three to four months. She does not want to significantly delay development.

Dale Warman asked if the three applications that were denied refiled quickly. The City Clerk noted the T-Mobile cell tower application was refiled quickly. Mr. Bennion noted the latest application was resubmitted very quickly.

Andrew Wang stated that having attended most of the meetings regarding the last application he noted that the city has set very high hurdles for developers, especially with the allowance of protest petitions. We are seeking new development, yet making some wait to move forward. He feels application should be considered as they are submitted and that adding a waiting period is unreasonable.

Ted Odell noted the amount of Planning Commission and staff time committed to these applications and made the following motion, which was seconded by Ashley Weaver and passed by a vote of 6 to 4:

MOVE THE GOVERNING BODY REQUEST THE PLANNING COMMISSION CONSIDER AMENDING THE ZONING ORDINANCES TO INCLUDE A REAPPLICATION WAITING PERMIT FOR RESUBMITTALS OF REZONING AND SPECIAL USE PERMIT REQUESTS FOR THE SAME LOCATION AND AUTHORIZE A PUBLIC HEARING

**COUNCIL ACTION TAKEN
11/04/2013**

COU2013-47 Consider adoption of the 2013 Standard Traffic Ordinance for Kansas Cities and additional amendments to the 2012 Uniform Public Offense Code for Kansas Cities

City Attorney Katie Logan stated that on an annual basis, the City receives the latest edition of the UPOC and the STO from the League of Kansas Municipalities. The UPOC and STO were reviewed against current City ordinances for any discrepancies. Any deletions or additions were reviewed and approved by the City Attorney and City Prosecutor in consultation with the Police Department.

Katie Logan stated because of certain changes to the Kansas statutes effective July 1, 2013 relating to the ability of cities to regulate the carrying of certain knives and other weapons with blades, the current provisions of the 2012 UPOC, as amended by Ordinance No. 2263, must remain in place in order for possession or carrying of such weapons to remain a violation of city code. Also, because there were relatively few changes to the 2013 UPOC, it was determined that instead of adopting the 2013 UPOC, the City should retain the 2012 UPOC with additional amendments to reflect certain provisions in the 2013 UPOC.

Katie Logan reviewed the proposed changes to the Uniform Public Offense Code, edition 2012 as reflected in Ordinance 2295 and to the Standard Traffic Ordinance, edition 2013 as reflected in Ordinance 2296

UPOC - Ordinance 2295

Section One: Article 4 of the 2012 UPOC is amended to incorporate changes in the 2013 UPOC sections 4.3, 4.4 and 4.5. These sections are changes from former sections governing prostitution, now titled “Selling Sexual Relations” and “Buying Sexual Relations.” Summarized, the changes are to add a defense for persons subjected to human trafficking. There are also changes to the description of violations under the section titled “buying sexual relations”. Additionally, a provision is added that requires that in addition to any other sentence imposed, a person convicted under that section shall be fined \$2,500. All fines collected pursuant to this subsection shall be remitted to the State human trafficking victim assistance fund.

Section Two: Article 6 of the 2012 UPOC is amended to incorporate changes in the 2013 UPOC sections 6.1, 6.5 and 6.7. 6.1 Theft: changes the penalties for certain violations of that section. 6.5 Criminal Deprivation: excludes firearm from the Class A violation. 6.7 Criminal Trespass: adds a statutory reference to the provision which refers to trespass on property which is “posted” no trespass.

Section Three: Article 7 of the 2012 UPOC is amended to incorporate changes in the 2013 UPOC sections 7.2 and 7.5. 7.2 Interference With a Law Enforcement Officer: adds “law enforcement agency” to entities to whom a false report may be a violation of that section; adds to violations under that section for false report of a crime; deletes concealment or destruction of evidence as a violation; and provides that the offense is a violation if the underlying offense is a code violation or civil case.

Section Four: Article 10 of the 2012 UPOC is amended to redefine the provision 10.1.2 Concealed Carry; Where Prohibited By Employers which was added by Prairie Village Ordinance 2263. The change is required by state statute and provides that a person who violates an employer’s statutory right to prohibit conceal carry on the premises may be guilty of criminal trespass.

Except for the above changes, the 2012 UPOC, as incorporated and amended by City Ordinance No. 2263, remains in effect. The provisions prohibiting open carry are still in effect.

STO Ordinance No. 2296:

Section One: Incorporates 2013 Standard Traffic Ordinance for Kansas Cities

Section Two: Adds language from Prairie Village Municipal Code Ordinance 11-705, DEFINITIONS, PEDESTRIANS to the 2013 Standard Traffic Ordinance for Kansas Cities, Definition of Pedestrians. Carries over same provision from 2012.

Section Three: Establishes Prairie Village Municipal Code 11-602, SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES, which defines traffic offenses and infractions under the Prairie Village Municipal Code. Carries over same provision from 2012.

Section Four: Establishes Prairie Village Municipal Code 11-602, PENALTY FOR SCHEDULED FINES, which establishes fines for offenses or infractions which do not have a penalty section under the 2013 Standard Traffic Ordinance for Kansas Cities or the Prairie Village Municipal Code. Carries over same provision from 2012.

Section Five: Deletes Article 4, Section 13.1, Subsection (c) of the 2011 Standard Traffic Ordinance for Kansas Cities, Traffic Control Signal Preemption Devices, and replaces with Prairie Village Municipal Code Ordinance 11-604, TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES, allowing Public Works vehicles during snow to possess a traffic control signal device. Carries over same provision from 2012.

Section Six: Adds to Article 13, of the 2013 Standard Traffic Ordinance for Kansas Cities, Prairie Village Municipal Code Ordinance 11-605, UNATTENDED MOTOR VEHICLE, adding language allowing for remote control starts of vehicles. Carries over same provision from 2012.

Section Seven: Adds to Article 19, Sec. 193 of the Standard Traffic Ordinance, Sec. 193(1) which requires driver's license holder to notify the Kansas Department of revenue- motor vehicles of a name or address change within 10 days of such change. Carries over same provision from 2012.

Section Eight: Repeals Ordinance No. 2264 (which adopted the 2012 STO)

Section Nine: Date changes take effect.

Other Changes to 2013 STO made by the League are summarized as follows:

- Definitions added or modified: Electronic Certificate of Title, Electric Vehicle, Highway, Owner, Pole Trailer and Trailer.
- Provisions added to allow evidence of insurance to be produced by displaying on a cellular phone or other type of election device.
- Provision added requiring prior conviction of aggravated battery be taken into account in sentencing for certain offences
- Changes relating to motorcycle head lamps and stop lamps

Brooke Morehead questioned the 10 day period in which to notify the Kansas Department of Revenue of an address changed. Chief Jordan replied that is a state regulation.

Charles Clark made the following motion, which was seconded by David Belz and passed unanimously:

Dale Warman moved on behalf of the Council Committee of the Whole that the Governing Body approve Ordinance 2296 amending Chapter XI of the Code of the City of Prairie Village, 2003, entitled "Public Offenses & Traffic " by repealing Chapter XI, Article 6 entitled "Standard Traffic Ordinance" and incorporating by reference the "Standard Traffic Ordinance for Kansas Cities, Edition 2013" with certain deletions and additions; and prescribing additional regulations.

MOVE THE GOVERNING BODY ADOPT ORDINANCE NO. 2295 FURTHER AMENDING THE UNIFORM PUBLIC OFFENSE CODE EDITION OF 2012 (UPOC) WHICH WAS INCORPORATED BY ORDINANCE 2263 ADOPTED OCTOBER 1, 2012 ENTITLED "PUBLIC OFFENSES & TRAFFIC" BY MAKING CERTAIN ADDITIONAL OMISSIONS, CHANGES AND ADDITIONS TO THE "UNIFORM Public Offense Code for Kansas Cities, Edition of 2012"
COUNCIL ACTION TAKEN
11/04/2013

Charles Clark made the following motion, which was seconded by David Belz and passed unanimously:

MOVE THE GOVERNING BODY ADOPT ORDINANCE NO. 2296 AMENDING CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED "PUBLIC OFFENSES & TRAFFIC" BY REPEALING CHAPTER XI, ARTICLE 6 ENTITLED "STANDARD TRAFFIC ORDINANCE" AND INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION, 2013" WITH CERTAIN DELETIONS AND ADDITIONS; AND PRESCRIBING ADDITIONAL REGULATIONS
COUNCIL ACTION TAKEN
11/04/2013

COU2013-48 Consider JazzFest Funding

From the first year, the JazzFest Committee has strived to fund the event expenses without budgeted funds through sponsorships and revenue raised. At the January 22nd City Council meeting the City Council approved a memorandum of understanding for professional fund raising services and a one-time \$10,000 loan to enable the Committee to enter into the agreement. The Committee sought outside services to secure a broader base of support for the funding of the jazz festival. With requests being made to Prairie Village residents and businesses to support several city sponsored events such as Villagefest and State of the Arts as well as other community program, felt it needed to broaden its base of support for the benefit of all the community programs seeking funds.

Jack Shearer, chairman of the JazzFest Committee stated he felt the 2013 Festival was great. He noted Brooke Morehead was able to secure a \$10,000 sponsorship from UMB, Dan Andersen provided a revised layout that was very well received, JD Kinney coordinated both the alcohol and merchandise sales, Kate Fields gathered 50+ great volunteers to work the event, Larry Knopkinik was able to put together a premier line-up of talent and Joyce Hagen Mundy kept everything running smoothly as city staff support.

Through early fund-raising the committee had the funds to secure an excellent talent line-up including Marilyn May and Bobby Watson and his All-Stars. The talent, which is the primary expense of the festival, is also a prime component in the procurement of sponsorships, as one begets the other. The Prairie Village Jazz Festival has become “the best outdoor Jazz Festival in the last five years”. The fabulous line-up drew a huge crowd; but the committee exceeded the proposed talent budget with two “headline” performers.

The committee went into the event having raised over \$55,000 (\$20,000 through the efforts of the fund-raiser) and had not accessed the loan funds committed to the committee. This is more than twice the amount available at the beginning of the 2012 festival. Following the lead of Jazz in the Woods, the committee offered corporate tables to high level qualifying sponsors and a VIP Tent. There were 20 companies/individuals sponsors contributing over \$500. For their contribution they were received tickets to the VIP Tent or were able to purchase a corporate table for 8. To accommodate this additional tents, tables and chairs were rented and catering was arranged.

Jack Shearer noted that at three o'clock, the opening of the festival, the temperature was 99 degrees impacting afternoon attendance and those attending were not eating and drinking. The hill was packed after the sun went down for the evening performances of Marilyn Maye and Bobby Watson, but funds raised at the event were less than anticipated resulting in the event expenditures being greater than event revenue.

Brooke Morehead thanked Jack for his leadership and noted the growth in the festivals reputation and credibility over the past four years. People want this festival to continue and she believes t the money spent on the festival is well spent.

Steve Noll stated that earlier when the committee requested \$10,000 for a fund-raiser he stated that fee was low. He noted the event has gained momentum.

Andrew Wang stated he thought the expectations for money raised by the fund-raiser were in excess of \$20,000. Mr. Shearer responded that committee expectations were higher, but she broke some ground and identified new sources for potential revenue. He felt the committee should not have committed to two headliners. Ted Odell stated he felt the talent was excellent, but felt the fund-raiser should have raised more funds than she did. Ruth Hopkins said she thought the fundraiser was being paid a commission.

Jack Shearer responded that in order for the Municipal Foundation to retain its non-profit status, it can not pay a commission to someone for fundraising; however, it can hire someone for a flat fee. This is what was done with the option for additional commission for funds raised in excess of a designated level.

Dale Warman stated committee needs to have funds in hand to cover all expenses prior to the event. Quinn Bennion noted that some of the expenses occurred the day of the event, such as payment for the electrician to set up the generator. Andrew Wang stated he was against the original motion for funding; however, to protect the City would support the payment of outstanding bills.

Steve Noll moved to authorize the JazzFest Committee to utilize the \$10,000 one-time loan approved January 22, 2013 to cover festival expenditures and use the remainder as seed funding for the 2014 festival. The motion was seconded by Laura Wassmer and passed by a vote of 9 to 1 with Andrew Wang voting in opposition.

Steve Noll made the following motion, which was seconded by Laura Wassmer and passed by a 9 to 1 vote with Andrew Wang voting in opposition:

**MOVE THE CITY COUNCIL AUTHORIZE THE JAZZFEST COMMITTEE
TO UTILIZE THE \$10,000 ONE-TIME LOAN APPROVED JANUARY 22,
2013 TO COVER FESTIVAL EXPENDITURES AND USE THE
REMAINDER AS SEED FUNDING FOR THE 2014 FESTIVAL.
COUNCIL ACTION TAKEN
November 4, 2013**

EXECUTIVE SESSION

Charles Clark moved pursuant to KSA 75-4319 (b) (1) that the Governing Body recess into Executive Session in the Multi-Purpose Room for a period not to exceed 15 minutes for the purpose of consulting with the City Attorney on matters of pending litigation. Present will be the Mayor, City Council, City Administrator, City Attorney, Chief of Police, Captain Tim Schwartzkopf and Sgt. Byron Roberson. The motion was seconded by Ruth Hopkins and passed unanimously.

The Council Committee of the Whole was reconvened by Council President Dale Warman at 7:00 p.m.

Charles Clark moved pursuant to KSA 75-4319 (b), (13) (C) that the Governing Body recess into Executive Session in the Multi-Purpose Room for a period not to exceed 30 minutes for discussion of matters relating to the security measures of a public body or agency, public building or facility or the information system of a public body or agency. Present will be the Mayor, City Council, City Administrator, City Attorney, Chief of Police, Captain Tim Schwartzkopf and Sgt. Byron Roberson. The motion was seconded by Ruth Hopkins and passed unanimously.

Council President Dale Warman reconvened the meeting at 7:28 p.m.

ADJOURNMENT

With no further information to come before the Council Committee of the Whole, Chairman Dale Warman adjourned the meeting at 7:30 p.m.

Dale Warman
Council President

**Council Members
Mark Your Calendars
November 18, 2013**

November 2013	Mid-America Pastel Society exhibit in the R.G. Endres Gallery
November 18	City Council Meeting
November 23	Northeast Johnson County Chamber of Commerce 2013 Annual Gala
November 28	City offices closed in observance of Thanksgiving
November 29	City offices closed in observance of Thanksgiving
December 2013	Greater Kansas City Arts Association exhibit in the R. G. Endres Gallery
December 2	City Council Meeting
December 4	Johnson and Wyandotte Counties Council of Mayors Holiday Social, Overland Park Convention Center, 5:30 p.m.
December 5	Mayor's Holiday Tree Lighting, Corinth Square, 6:00 - 7:00 p.m.
December 11	Employee Holiday Luncheon, Council Chambers, 11:30 a.m. - 1:00 p.m.
December 13	Mayor's Holiday Gala for Volunteers, Homestead Country Club, Social Hour begins at 6:30 p.m., seating for dinner at 7:30 p.m.
December 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 16	City Council Meeting
December 25	City offices closed in observance of Christmas
January 2014	
January 6	City Council Meeting
January 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
January 20	City offices closed in observance of Martin Luther King, Jr. Day
January 21	City Council Meeting
February 2014	
February 3	City Council Meeting
February 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
February 17	City offices closed in observance of President's Day
February 18	City Council Meeting
March 2014	
March 3	City Council Meeting
March 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
March 17	City Council Meeting
April 2014	
April 7	City Council Meeting
April 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
April 21	City Council Meeting
May 2014	
May 5	City Council Meeting
May 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
May 19	City Council Meeting
May 26	City offices closed in observance of Memorial Day

June 2014

June 2 City Council Meeting
June 13 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
June 16 City Council Meeting

July 2014

July 4 City offices closed in observance of Independence Day
July 4 VillageFest
July 7 City Council Meeting
July 11 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
July 21 City Council Meeting

August 2014

August 4 City Council Meeting
August 8 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
August 18 City Council Meeting

September 2014

September 1 City offices closed in observance of Labor Day
September 2 City Council Meeting
September 6 JazzFest
September 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
September 15 City Council Meeting

October 2014

October 6 City Council Meeting
October 10 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
October 20 City Council Meeting

November 2014

November 3 City Council Meeting
November 14 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 17 City Council Meeting
November 27 City offices closed in observance of Thanksgiving
November 28 City offices closed in observance of Thanksgiving

December 2014

December 1 City Council Meeting
December 11 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 15 City Council Meeting
December 25 City offices closed in observance of Christmas