

CITY OF PRAIRIE VILLAGE

April 21, 2014

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.



COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
April 21, 2014
6:00 PM

AGENDA

ANDREW WANG, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- *COU2014-09 Consider 2014-2015 Insurance Renewals
Steve Noll / Bob Frankovic - Cretcher Heartland

- COU2014-10 Consider Approval of a Replacement Drainage Line Camera
Keith Bredehoeft

- *COU2014-11 Consider approval of an addition of a seasonal 0.5 FTE in Code
Enforcement for a part-time Code Enforcement Officer
Danielle Dulin

- 2015 Initial Budget Discussion, Trends, Forecast and Schedule
Lisa Santa Maria and Quinn Bennion

***Council Action Requested the same night**



INSURANCE COMMITTEE

Council Meeting Date: April 21, 2014
Committee Meeting Date: April 21, 2014

***COU2014-09: Consider 2014-2015 Insurance Renewals**

RECOMMENDATION

Insurance Committee Recommends the City Council approve the renewal of all of the City's insurance needs with Travelers for the coverage year May 2014 to May 2015.

Travelers will replace the coverage year May 2013 to May 2014 that was placed with the following entities:

- Property - Trident
- Inland marine - RLI
- GL/Auto/Public Official/employment practices - Argonaut
- Law Enforcement liability - Argonaut
- Workers Compensation - Argonaut

SUGGESTED MOTION

Recommend the City Council approve the insurance renewal policy and rates with Travelers at a renewal rate not to exceed \$327,025 for the upcoming coverage year.

BACKGROUND

Bob Frankovic and Steve Sopinski, the city's Insurance Consultants with Cretcher-Heartland, solicited bids for 2014-2015 Property/Casualty and Worker's Compensation Renewal. Our current provider (Trident) is leaving the Kansas and Oklahoma market due to adverse losses from wind and hail claims. Bob Frankovic will be at tonight's committee meeting to present the 2014-2015 renewal options. Quotes for coverage were received from the carriers Brit, OneBeacon and Travelers. The City also received quotes from two specialty pools, KERIT (Worker's Compensation only) and MPR (Property and Casualty only). The coverage year begins May 1, 2014.

The Insurance Committee discussed the renewal options at the May 9th meeting. The committee reviewed the MPR and KERIT proposals and debated the merits of moving to a “pool” versus traditional coverage. Though the pools have an additional risk, they also offer lower deductibles, premiums and potential dividend payouts.

The committee agreed that MPR (Property and Casualty) was not as attractive an option as Travelers at this point.

KERIT was evaluated for the City’s Worker’s Compensation coverage. Staff pointed out that the City would have saved money in prior years if they had been with KERIT. The committee evaluated the options and agreed that going with a traditional carrier for Worker’s Compensation was preferable over a pool at this point and time.

The Committee recommends Worker’s Compensation be covered on a first dollar basis. This means the insurance policy will provide full coverage for the entire value of a loss without a deductible. In prior years the City had a \$10,000 deductible per incident. Over the last three years the City has averaged approximately \$15,000 a year in Worker’s Compensation deductibles.

Overall, the renewal represents an increase of \$28,407 or 9.5%. The proposed policy is very similar to the current plan.

The most significant change in premium is the Auto Liability coverage rate with an increase of \$9,981 and Worker’s Compensation with an increase of \$14,267. The City also added new coverage, Cyber Liability, for an increase of \$2,744. All other rates are similar or reduced from expiring year.

FUNDING SOURCE

The premiums are budgeted in the general fund in 2014 and the renewal amount will be budgeted as part of the 2015 budget process. With coverage starting in May, both budget years will be affected by the renewal amount. The deductible amounts will be taken from insurance reserve fund.

ATTACHMENTS

- Travelers Premium Summary
- Premium Comparison

PREPARED BY:

Lisa Santa Maria, Finance Director

Date: April 17, 2014

City Of Prairie Village Kansas

<i>Travelers Premium Summary</i>

<u>Coverage</u>	<u>Premium</u>
Property	\$38,503
Inland Marine	\$3,446
General Liability	\$24,133
Employee Benefits Liability	\$381
Law Enforcement Liability	\$37,400
Public Officials Liability	\$3,726
Employment Practices Liability	\$11,070
Auto Liability	\$29,839
Auto Physical Damage	\$12,479
Umbrella	\$25,616
Workers Compensation	\$131,327
Cyber Liability	\$2,744
Crime	\$3,290
Special Crime	Included
Fiduciary	\$2,891
Treasurer Bond	\$180
Total	\$327,025

City of Praire Village, KS
Premium Comparison
May 1, 2014

	Trident	KERIT	Brit/KERIT	Brit/KERIT Revised	MPR/KERIT	OneBeacon	Travelers	Travelers KERIT
	2013	2014	2014	2014	2014	2014	2014	2014
Property	\$35,014		\$75,680	\$69,695	\$34,146	No Quote	\$38,503	\$38,503
Inland Marine	\$4,000		Included	Included	Included	No Quote	\$3,446	\$3,446
General Liability	\$29,715		Included	Included	\$89,517	\$31,273	\$24,133	\$24,133
Employee Benefits Liability	Included		Included	Included	Included	Included	\$381	\$381
Law Enforcement Liability	\$30,948		\$61,892	\$52,610	Included	Included	\$37,400	\$37,400
Public Officials Liability	\$4,536		Included	Included	Included	Included	\$3,726	\$3,726
Employment Practices Liability	\$11,858		Included	Included	Included	Included	\$11,070	\$11,070
Auto Liability	\$19,858		\$41,938	\$34,184	\$29,258	\$48,721	\$29,839	\$29,839
Auto Physical Damage	\$17,713		Included	Included	Included	Included	\$12,479	\$12,479
Umbrella	\$21,945		\$20,911	\$23,803	\$34,600	No Quote	\$25,616	\$25,616
Workers Compensation	\$117,060	\$132,871	KERIT \$132,871	\$132,871	\$132,871	No Quote	\$131,327	\$132,871
TRIA Included in quote except	Excluded		\$1,964	\$1,964	Included	\$938	Included	Included
Total	\$292,647	\$132,871	\$335,256	\$315,127	\$320,392	\$80,932	\$317,920	\$319,464
Cyber Liability	New Option		\$7,864	\$7,864	\$7,864		\$2,744	\$2,744
Crime	\$3,072		\$3,290	\$3,290	\$3,290	\$3,290	\$3,290	\$3,290
Special Crime	Included		Included	Included	Included	Included	Included	Included
Fiduciary	\$2,719		\$2,891	\$2,891	\$2,891	\$2,891	\$2,891	\$2,891
Treasurer Bond	\$180		\$180	\$180	\$180	\$180	\$180	\$180
Total	\$298,618		\$338,726	\$329,352	\$334,617	\$87,293	\$327,025	\$328,569
Workers Comp \$10,000 Ded							\$114,373	
Travelers \$10K Deductible Total							\$307,180	

**City of Prairie Village
Insurance Committee
Minutes**

January 7, 2014

4:00PM, Multipurpose Room

Committee members present: Steve Noll (Chair), Charles Clark (Vice-Chair), Tom Cannon, Brett Lane, Frank Young and Quinn Bennion. Also present: Bob Frankovic of Cretcher Heartland, insurance consultant and broker, Steve Sopinski of Cretcher Heartland. City staff members attending: Lisa Santa Maria.

Steve Noll chaired the meeting and called the meeting to order at 4:00pm. Chairman Noll referred to the meeting agenda:

Agenda

1. Discussion of 2014 – 2015 Insurance Renewals

2014 – 2015 Insurance Renewals

Bob Frankovic distributed a binder to the committee members that served as a guide for discussion. Bob and Steve Sopinski went over the chart on the second to the last page of the binder titled **Cumulative Quarterly Rate Increases by Account Size**. Based on this information they are predicting low single digit rate increases and don't feel that market trends will be much of an issue.

Our current provider (Trident) is leaving the Kansas and Oklahoma market due to adverse losses from wind and hail claims. But, there are new providers such as Brit (Lloyds of London) that are coming into the market and are interested in the public sector.

The Standard Market will include:

- Brit
- Giaelfter
- Hartford
- HCC
- One Beacon
- Travelers (offers a flat deductible)

The Specialty Market (Pools) will include:

- KERIT Workers Compensation
- MPR

Claims Review

Steve Sopinski reviewed the claims information. The city's Experience Modifier rating continues to increase. Experience Mod compares our worker's compensation claims experience to other employers of similar size operating in the same type of business.

<u>Year</u>	<u>Exp Modifier Rate</u>
2013	.85
2012	.80
2011	.77
2010	.74
2009	.78

The majority of Worker's Comp claims are from Public Works. The workforce is aging and the severity of the claims and therefore medical expenses is increasing.

The City's overall Loss Ratio is 63%. The **loss ratio** is the ratio of total losses incurred (paid and reserved) in claims plus adjustment expenses divided by the total premiums earned.

For Prairie Village (2006 – 2013):

Total Paid Losses / Total Premiums = Loss Ratio

$\$1,453,889 / \$2,291,528 = 0.63$

New Coverage

Bob presented Cyber Coverage and suggested the City consider signing up for this. This coverage primarily covers hacking exposure and unintended release of personal information.

Timeline

The Committee agreed to meet again on Monday, March 31st to go over coverage options. Since our renewal is May 1st, we will need to present the insurance committee's recommendation to Council either the first or second meeting of April.

Items for Follow-up

The following items need to be followed up on:

1. Look into a Return to Work program
2. Look into training and procedures at Public Works to help lower the incident rate.
3. Bob and Steve will research travel coverage if the Mayor decides to make a trip to our Sister City in the Ukraine.

4. Lisa will begin reviewing and updating the information in the Renewal Workbook tab of the binder. Accurate information is necessary to make sure the City gets the correct coverage at the optimal cost.
5. Lisa will work with Steve to fill out the paperwork needed for the renewal process

Meeting adjourned 6:00PM

Minutes submitted by
Quinn Bennion, City Administrator
Lisa Santa Maria, Finance Director

**City of Prairie Village
Insurance Committee
Minutes**

March 31, 2014

4:00PM, Multipurpose Room

Committee members present: Steve Noll (Chair), Charles Clark (Vice-Chair), Tom Cannon, Frank Young and Quinn Bennion. Also present: Bob Frankovic of Cretcher Heartland, insurance consultant and broker, Steve Sopinski of Cretcher Heartland. City staff members attending: Lisa Santa Maria and Kate Gunja. Absent: Brett Lane

Steve Noll chaired the meeting and called the meeting to order at 4:00pm. Chairman Noll referred to the Stephen Sopinski to go over the binders he had handed out.

Agenda

1. Discussion of 2014 – 2015 Insurance Renewal Presentation

2014 – 2015 Insurance Renewal Presentation

Stephen Sopinski distributed a binder to the committee members that served as a guide for discussion. Bob started the discussion with an overview of where that City has been. In 2012 the City was insured with Travelers and last year the City was insured with Trident. Trident will not be an option for this year's renewal because they are leaving the Kansas and Oklahoma market. This year for the first time we are also looking at Pools (MPR and KERIT). We have also not received a proposal back from OneBeacon yet. Our experience Mod continues to go up and is now at 0.86.

Steve indicated that the City can expect an 8% increase in insurance premiums. The increase is due to experience mod, claims history and a 5% increase in City building property values.

The city's Experience Modifier rating continues to increase. Experience Mod compares our worker's compensation claims experience to other employers of similar size operating in the same type of business.

<u>Year</u>	<u>Exp Modifier Rate</u>
2013	.85
2012	.80
2011	.77
2010	.74
2009	.78

Experience Mod Analysis

Bob and Steve included this year an Experience Mod Analysis. They typically charge for this type of analysis and stated that if we want this in the future it would run approximately \$2,000. The analysis points out that we could have saved approximately \$30,000 if we had had zero losses during the experience rating period. It also shows our current loss level and how the Mod changes with our aggregate losses.

Carrier Financial Analysis

Bob and Steve also included an analysis of carriers. Midwest Public Risk (MPR) had negative one percent Profitability Ratio. This could indicate problems with long term financial stability and liquidity. KERIT and Travelers both looked stable.

Premium and Coverage Comparison

The responses included:

- Trident
- KERIT (Worker's Compensation only)
- Brit/KERIT
- MPR/KERIT
- Travelers (offers a flat deductible for Worker's Compensation)
- Travelers / KERIT

- One Beacon – proposal not available at the time of this meeting

Based on total premium cost, deductibles and the carrier financial analysis, the preferred carriers were:

- Travelers
- Travelers / KERIT(Workers Compensation)

Bob pointed out that there is a risk / reward decision that needs to be addressed. The Pools have additional risk and there may be limitations to their ability to pay claims with catastrophic events. On the other hand, the Pools offer lower deductibles, premiums and potential dividend payouts.

Tom Cannon prefers Travelers over KERIT for Worker's Compensation coverage. Both Bob and Tom were not in favor of MPR for any coverage.

New Coverage

The Committee discussed Cyber Coverage again and asked if there were other options. This coverage primarily covers hacking exposure, and the costs of corrective measures for identity compromises.

Timeline

The Committee agreed to meet again on Wednesday, April 9th to go over the coverage options and any additional information that Bob and Steve have. Since our renewal is May 1st, we will need to present the insurance committee's recommendation to Council on April 21st. We will need all the information ready for the Council packet by the April 17th.

Items for Follow-up

The following items need to be followed up on:

1. Obtain OneBeacon proposal
2. Look into other Cyber Liability options
3. Decide on KERIT vs. traditional insurance for Worker's Compensation coverage
4. Look at Travelers with 10K deductible option for Worker's Compensation
5. Lisa will work with Steve to fill out any additional paperwork needed for Cyber Liability insurance

Meeting adjourned 5:20PM

Minutes submitted by
Quinn Bennion, City Administrator
Lisa Santa Maria, Finance Director

**City of Prairie Village
Insurance Committee
Minutes**

April 9, 2014

4:00PM, Multipurpose Room

Committee members present: Steve Noll (Chair), Tom Cannon and Quinn Bennion. Also present: Bob Frankovic of Cretcher Heartland (on speaker phone), insurance consultant and broker, Steve Sopinski of Cretcher Heartland and Shari Gilliam, Account Manager. City staff members attending: Lisa Santa Maria and Kate Gunja. Absent: Brett Lane and Frank Young

Steve Noll chaired the meeting and called the meeting to order at 4:00pm. Chairman Noll referred to Stephen Sopinski and Bob Frankovic to go over the updated sheets on premium comparisons he handed out.

Agenda

1. Discussion of 2014 – 2015 Insurance Renewal Premium Comparison

2014 – 2015 Insurance Renewal Premium Comparison

Stephen Sopinski distributed an updated premium comparison sheet. Bob Frankovic went over the different scenarios and ended by recommending Travelers for all of the City insurance needs including Worker's Compensation.

Bob also discussed the deductible comparison sheet and he pointed out that the amount quoted by Travelers for Worker's Compensation is on a first dollar basis. The City had a \$10,000 deductible with Trident. If the City chooses to continue with the \$10,000 deductible with Travelers then the premium would drop from \$327,025 to \$300,966. It should be noted that the City has paid approximately \$15,000 in Worker's Compensation deductibles each year for the last three years.

Tom Cannon pointed out that Brit has a *2% Wind/Hail per location deductible* and that Travelers has a *\$50,000 Wind/Hail deductible per occurrence*. In his professional opinion the Travelers deductible is a much better option for the City.

Premium and Coverage Comparison (see attached sheet)

- KERIT (Worker's Compensation only)
- Brit/KERIT
- MPR/KERIT
- OneBeacon (does not include Worker's Compensation)_
- Travelers (offers a flat deductible for Worker's Compensation)
- Travelers / KERIT

Cyber Liability

Included in the premiums this year is a new option for Cyber Liability. Cyber Liability addresses the first- and third-party risks associated with e-business, the Internet, networks and informational assets. Cyber Liability Insurance coverage offers protection for exposures arising out of Internet communications. The risk category includes privacy issues, the infringement of intellectual property, virus transmission, or any other serious trouble that may be passed from first to third parties via the Web. Traditional insurance does not address Internet exposures and the risks involved in Internet business.

Tom Cannon made a motion that the City include Cyber Liability coverage. Steve Noll seconded his motion.

Tom also recommended that the City take a closer look at all City agreements with outside vendors. The City may consider an Exposure Audit in the future.

Pools versus Traditional Coverage

The City looked at “pools” this renewal cycle along with traditional insurance coverage. Pools typically offer lower premiums and deductibles, but are also have additional risk. Pools are not run by insurance professionals and may have limited capacity to payout claims. Pools are usually used by entities that cannot get traditional insurance (because of size, etc). The City of Prairie e Village does not have this issue and can get traditional insurance. With that said, pools usually offer the same and/or additional coverage at lower rates and deductibles. They also may offer annual dividend payouts.

The City looked at MPR for Property and Casualty coverage and KERIT for Worker’s Compensation coverage.

Worker’s Compensation

Worker’s Compensation is offered by KERIT, a local pool, and Travelers. Quinn referred to an analysis done of the City’s prior years Worker’s Compensation data and it showed that the City would have saved money if they had been with KERIT. This is because KERIT has potential dividend payouts and lower premiums.

Tom stated that since the Worker’s Compensation premiums are essentially the same (KERIT = \$132,871 and Travelers = \$131,327) that he was more comfortable with a traditional carrier versus a pool. He also said that the City would have access to more experienced insurance professionals for training and questions with Travelers than we would with KERIT. KERIT also offers training, but it is not necessarily done by insurance professionals.

Tom Cannon made a motion that the City accept the Traveler’s Workers Compensation coverage. Steve Noll seconded his motion.

Timeline

Present the insurance committee's recommendation to Council on April 21st. Bob Frankovic will be at the Council meeting.

Items for Follow-up

The following items need to be followed up on:

1. Work with Cretcher Heartland on loss control
2. Cretcher to provide a Travelers Premium summary
3. Create a chart that compares our premiums using our new exposure at the old rates.
4. Look into Administration Coverage (lawsuits) over the next 3 to 6 months.

Meeting adjourned 5:30PM

Minutes submitted by
Quinn Bennion, City Administrator
Lisa Santa Maria, Finance Director

City of Praire Village, KS
Premium Comparison
May 1, 2014

	Trident	KERIT	Brit/KERIT	Brit/KERIT Revised	MPR/KERIT	OneBeacon	Travelers	Travelers KERIT
	2013	2014	2014	2014	2014	2014	2014	2014
Property	\$35,014		\$75,680	\$69,695	\$34,146	No Quote	\$38,503	\$38,503
Inland Marine	\$4,000		Included	Included	Included	No Quote	\$3,446	\$3,446
General Liability	\$29,715		Included	Included	\$89,517	\$31,273	\$24,133	\$24,133
Employee Benefits Liability	Included		Included	Included	Included	Included	\$381	\$381
Law Enforcement Liability	\$30,948		\$61,892	\$52,610	Included	Included	\$37,400	\$37,400
Public Officials Liability	\$4,536		Included	Included	Included	Included	\$3,726	\$3,726
Employment Practices Liability	\$11,858		Included	Included	Included	Included	\$11,070	\$11,070
Auto Liability	\$19,858		\$41,938	\$34,184	\$29,258	\$48,721	\$29,839	\$29,839
Auto Physical Damage	\$17,713		Included	Included	Included	Included	\$12,479	\$12,479
Umbrella	\$21,945		\$20,911	\$23,803	\$34,600	No Quote	\$25,616	\$25,616
Workers Compensation	\$117,060	\$132,871	KERIT \$132,871	\$132,871	\$132,871	No Quote	\$131,327	\$132,871
TRIA Included in quote except	Excluded		\$1,964	\$1,964	Included	\$938	Included	Included
Total	\$292,647	\$132,871	\$335,256	\$315,127	\$320,392	\$80,932	\$317,920	\$319,464
Cyber Liability	New Option		\$7,864	\$7,864	\$7,864		\$2,744	\$2,744
Crime	\$3,072		\$3,290	\$3,290	\$3,290	\$3,290	\$3,290	\$3,290
Special Crime	Included		Included	Included	Included	Included	Included	Included
Fiduciary	\$2,719		\$2,891	\$2,891	\$2,891	\$2,891	\$2,891	\$2,891
Treasurer Bond	\$180		\$180	\$180	\$180	\$180	\$180	\$180
Total	\$298,618		\$338,726	\$329,352	\$334,617	\$87,293	\$327,025	\$328,569
Workers Comp \$10,000 Ded							\$114,373	
Travelers \$10K Deductible Total							\$307,180	



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: April 21, 2014
Council Meeting Date: May 5, 2014

COU2014-10: CONSIDER PURCHASE OF REPLACEMENT DRAINAGE CAMERA SYSTEM AND DISPOSAL OF ASSETS #1262 and #474.

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement Drainage Camera System for \$94,050.00 from Key Equipment and Supply Company and to disposal of Asset's #1262 and #474.

BACKGROUND

Public Works has been studying the possible purchase of a replacement drainage camera system for the last several years. We have determined that the new Envirosight drainage camera system will be the product to expand our infrastructure rating abilities, to increase safety, and provide a camera that will be easier and more efficient to operate.

The 2014 Public Works Operating Budget provides for the replacement of our existing drainage camera system. The existing system was purchased in 2004 and utilizes a Chevy Van(Asset #474) to house the camera system. The new drainage camera, the Envirosight RoverX, will be housed in a pull behind trailer so a replacement vehicle is not necessary. The second part of the system is the Quick View camera which is a small pole mounted camera that will allow us to quickly view inside a pipe without requiring an employee to enter the confined space of a normal drainage inlet.

Since 2004 the drainage camera has been valuable tool for public works to be able to video underground pipes. With our aging infrastructure it is important for us to be able to video the inside of underground infrastructure. We use the camera to identify obstructions in the pipe system and to determine physical conditions as well. The information obtained from the camera helps us to make repairs to problems that exist underground. The existing camera system is ten years old and new technology will allow us expand our usage of the new camera to better assist with our actual drainage condition ratings that we perform each year. The existing camera is over 80 pounds and the new camera is 35 pounds. The old system required 4 crew members to operate and the new systems can be operated by 1 to 2 crew members. The technology is significantly improved and will allow us to expand the usage of the system.

Staff proposes to purchase the Envirosight replacement drainage camera system utilizing the Mid-America Regional Council/HGAC purchasing contract agreement which guarantees a competitively bid price.

FUNDING SOURCE

The 2014 Public Works Operating Budget includes the purchase of this item.

RELATION TO VILLAGE VISION

TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

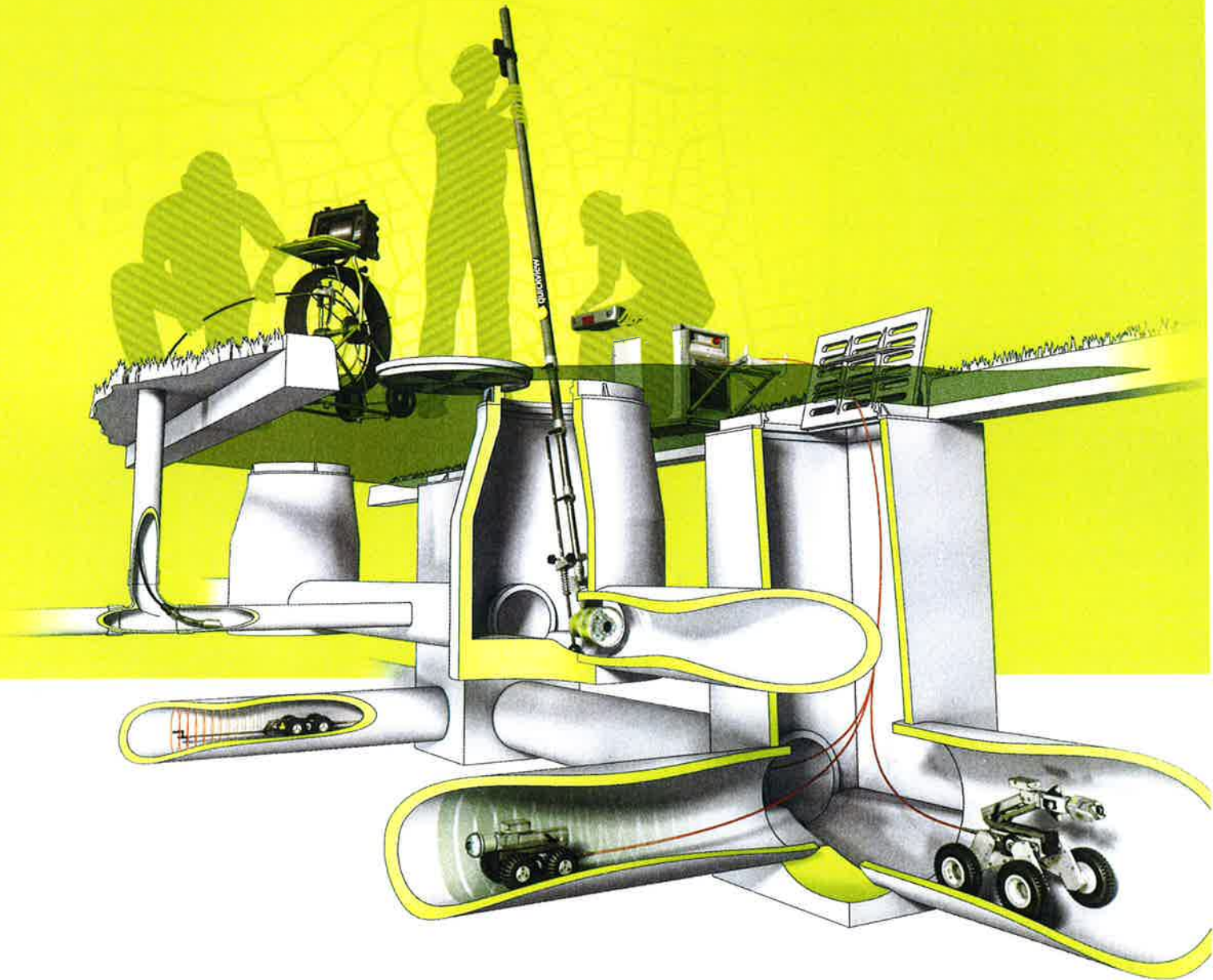
Envirosight Drainage Camera Details

PREPARED BY

Keith Bredehoeft, Director of Public Works

April 17, 2014

underground
understood



Envirosight



ROVVER X

The Power of One.

ROVVER X is the one system that lets you do everything—control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software. All this capability is packed into a simple three-piece layout, with no CCU or other components to clutter your truck.

Though remarkably self-contained, ROVVER X is built on an expandable digital backbone. Not only can you add side-scanning and laser profiling, you can view data from onboard sensors, automate tasks with macros, and measure defects on-screen. And future capabilities are limitless—ROVVER X's firmware updates automatically to the latest features, and its architecture is ready for any accessory—even ones that don't exist yet.

Advanced technology aside, ROVVER X is built for the rigors of sewer inspection. Twelve wheel options—plus camera lift, carriage and illumination accessories—mean ROVVER X transforms in seconds to inspect pipelines 6–72 inches diameter. Its six-wheel drive with proportional steering navigates past obstacles, and overlapping wheels climb offsets better than tracks. Powerful motors and a geared drive train maximize range and pivot capability, even with carriage and pneumatic tires installed.

Ultimately, however, reliability and productivity have made ROVVER the number one crawler brand in the world. ROVVER X continues this tradition with unsurpassed video resolution and 50% more illumination, leaving no detail hidden. Its powerful reel monitors cable tension optically to prevent slack and minimize resistance, allowing one-man operation. And self-diagnostic capabilities, plus access to operating history, only enhance the uptime of the one crawler that already leads the industry.

QuickView
Haloptic



Integral
400 lux @ 200'
axially aligned
single 5" columnar
up to 400'

- wireless digital viewer/recorder
- collapsible carbon fiber pole
- adjustable view centering
- safety vest w/ joystick controls
- manhole-viewing option
- illumination intensity
- illumination type
- reflector
- view range





City Council

Council Committee Meeting: April 21, 2014

Council Meeting: April 21, 2014

***COU2014-11: Consider addition of a seasonal 0.5 FTE in Code Enforcement**

RECOMMENDATION

Move to approve the addition of a seasonal 0.5 FTE in Code Enforcement in the 2014 budget.

BACKGROUND

During the 2014 budget process, Council approved an increase of \$65,000 in contract services in the Codes Department for the purpose of focusing on increased property maintenance. It was not determined whether an additional FTE would be needed or if inspections would be conducted by a third-party; therefore, an additional FTE was not added to the Personnel Schedule at that time.

At the Council work session in January, City Council gave Staff the clear directive of increasing focus on property maintenance throughout the City, and starting the process of selecting a new code enforcement software which had also been approved in the 2014 budget process. Through the months of February and March, Staff worked on selecting a new code enforcement software and initiatives to improve code enforcement efforts. One of those initiatives was to hire a seasonal, part-time Code Enforcement Officer to work proactively and to help respond to code violation complaints during the busy season—late Spring to early Fall.

The current Code Enforcement Officer went on Family Medical Leave for 7 weeks at the end of February. To respond to complaints while the Code Enforcement Officer was out, a temporary, part-time Code Enforcement Officer was hired to work 20 hours/week. After seeing the success of the part-time Officer, Staff is recommending the addition of a seasonal, part-time Code Enforcement Officer. In conjunction with the new software and a more proactive approach towards code violations, 1.5 FTEs in Code Enforcement during the busy season will meet Council's directive to increase focus on property maintenance.

FISCAL IMPACT

Staff is proposing the use of the \$65,000 budgeted in 2014 to pay the wages and necessary equipment and supplies for the additional 0.5 FTE. The 0.5 FTE will be limited to 1040 hours per year, and at the current hourly rate the wages for the position will be approximately \$18,720. At this time, Staff is proposing to share the Administration vehicle between the part-time Code Enforcement Officer and City Hall staff. The Administration vehicle is used occasionally by City Hall staff to attend meetings and conferences, but it should primarily be available for use by the Code Enforcement Officer. However, if this arrangement does not work, an additional vehicle will be purchased with the budgeted \$65,000 as well.

PREPARED BY

Danielle Dulin

Assistant to the City Administrator
Date: 4/21/2014

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
April 21, 2014
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 - April 7, 2014
- 2. Ratify the Mayor's reappointment of the following individuals:

Animal Control Board	James Dinesen	4/2016
Animal Control Board	Richard Webber	4/2016
Board of Code Appeals	Dick Kaufman	4/2019
BZA/Planning Commission	Nancy Wallerstein	4/2017
BZA/Planning Commission	Bob Lindeblad	4/2017
Communications Committee	John Wilinski	4/2017
Communications Committee	Michael Arrandale-Arnold	4/2017
Communications Committee	Susan Giffin	4/2017
Environment/Recycle	Karin McAdams	4/2017
Environment/Recycle	Benjamin Claypool	4/2017
Environment/Recycle	Penny Mahon	4/2017
Park & Recreation	Diane Mares	4/2017
Park & Recreation	Eric Blevins	4/2017
Prairie Village Arts Council	Lindsay Ridder	4/2017
Prairie Village Arts Council	T. Truss Tyson	4/2017
Sister City Committee	Robert Glywa	4/2017
Sister City Committee	Peter Jarosewycz	4/2017
Sister City Committee	Ivan Novikov	4/2017
Tree Board	Greg VanBooven	4/2017
Tree Board	Deborah Nixon	4/2017
- 3. Approve VillageFest Contracts in the amount of \$2,615.00
- 4. Approve the purchase of Royals tickets, parking passes and contracting with All Seasons/Brancato's Catering for the 2014 Annual Employee Appreciation Event
- 5. Adopt Ordinance 2309 approving the Prairie Village Art Fair as a special

event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

6. Approve the School Resource Officer Agreement with the Shawnee Mission School District for the 2014-2015 and 2015-2016 school years
7. Approve the bid from Central Salt for Highway Rock Salt at \$54.75 per ton delivered and Enhanced Salt at \$72.56 per ton delivered
8. Approve the bid award to Edwards Chemical, Inc., for swimming pool chemicals

By Committee

9. Approve the Learn to Swim, Pool Usage and Day Camp agreements with Johnson County Parks and Recreation District (Park and Recreation Committee - April 9, 2014)

VI. MAYOR'S REPORT

VII. COMMITTEE REPORTS

Council Committee of the Whole

- COU2014-09 Consider 2014-2015 Insurance Renewals
COU2014-11 Consider approval of an addition of a 0.5 FTE in Code Enforcement for a part-time Code Enforcement Officer

VIII. STAFF REPORTS

IX. OLD BUSINESS

X. NEW BUSINESS

Election of Council President

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

April 21, 2014

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
April 7, 2014**

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 7, 2014 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

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 Morehad, Charles Clark, Courtney McFadden, Ted Odell and David Belz.

Also present were: Wes Jordan, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Kate Gunja, Assistant City Administrator; Lisa Santa Maria, Finance Director; Danielle Dulin, Assistant to the City Administrator; Jeanne Koontz, Deputy City Clerk/Public Information Officer and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led those present in the Pledge of Allegiance.

PRESENTATIONS

Mayor Shaffer presented each Council member with their Council Check in the amount of one dollar for their service over the past year. Acting Council President Andrew Wang presented Mayor Shaffer with his check.

Mayor Ron Shaffer recognized the three outgoing Council members: Dale Warman (Ward 1), Charles Clark (Ward 5) and David Belz (Ward 6). Each were given a proclamation and a plaque acknowledging their service to the City.

Oath of Office

City Clerk Joyce Hagen Mundy issued the oath of office to the recently elected Council members: Jori Nelson (Ward 1), Steve Noll (Ward 2), Eric Mikkelson (Ward 3), Laura Wassmer (Ward 4), Daniel Runion (Ward 5) and Terrence Gallagher (Ward 6). The new council members were invited to take their place with the Council at the dais.

PUBLIC PARTICIPATION

Charles Schollenberger, 3718 West 79th Street, thanked the outgoing Council members for their service, particularly those with the courage to vote against the CID. He thanked the newly elected council members for stepping up and was pleased with the caliber of the current council.

CONSENT AGENDA

Mayor Shaffer noted that item #12 on the Consent Agenda will be discussed under committee reports and asked if there were any other items to be removed for discussion. Brooke Morehead removed #10 and Courtney McFadden removed #7.

Andrew Wang moved the approval of the Consent Agenda for Monday, April 7, 2014 with the removal of #7, #10 and #12:

1. Approve Regular Council Meeting Minutes - March 3, 2014
2. Approve Claims Ordinance 2916
3. Authorize the Mayor to execute proclamations recognizing April as "Fair Housing Month", April 6-12 as "National Crime Victim's Rights Week", April 22 as "Earth Day" and April 25 as "Arbor Day"
4. Ratify the appointment of Jonathan Pruitt to the Prairie Village Tree Board filling an unexpired term to expire in April, 2017.
5. Ratify the appointment of Casey Symonds and Jane Andrews to the Prairie Village JazzFest Committee
6. Ratify the appointment of Lauren Wolf to the Park & Recreation Committee representing Ward 3 with her expiring in April, 2015

7. Removed - Ratify appointments to the Prairie Village Planning Commission of James R. Breneman completing an unexpired term ending April 2016 and Lawrend H. Levy completing an unexpired term ending April 2015
8. Approve the proposed revisions to the City's Records Retention Schedule and Council Policy 036 "Records Management Program" with the proposed Prairie Village Police Department Records Retention Schedule"
9. Approve 2014 VillageFest Contracts in the amount of \$8,407 with the following vendors: Hiccup Productions, Chris Cakes, Giggles n Jiggles, A-Z Exotic Animal Entertainment, American Waste Systems, Inc. and Fun Services of Kansas City
10. Removed - Approve the agreement with Phil Jay for music and emcee services at the Mayor's Holiday Party on December 13, 2014 in the amount of \$625.00
11. Approve an agreement with Serenity Landscape Design LLC for Weed Abatement Services
12. Moved to Committee Reports - Adopt a City Council Policy establishing a procedure for selecting the President of the Council

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

Courtney McFadden asked how the individuals were selected for the Planning Commission. Mayor Shaffer responded that a number of volunteer applications were received and reviewed by staff and himself. He personally met with the two individuals regarding the function of the Planning Commission. Mayor Shaffer briefly reviewed the qualifications of both candidates.

Ted Odell asked if Mr. Breneman was still employed by Lochner and if that was a conflict of interest with the City's planning services contract with Lochner. Mayor Shaffer responded that he is semi-retired and there is no conflict of interest. City Attorney Katie Logan confirmed there is no conflict of interest. She noted if there was an application before the Commission which benefited Lochner, Mr. Breneman would note a potential conflict of interest, recuse himself and leave the meeting not taking part in discussion or Commission action.

Jori Nelson asked how these vacancies were published. The vacancies were published in the Village Voice, the city's website and sent to the city's email subscription list.

Brooke Morehead noted that these positions hold a great deal of responsibility and that she would like to have more information that the basic volunteer information sheet. Mayor Shaffer stated that both individuals were in attendance and could address the Council.

James Breneman, a resident of Prairie Village since 1970, reviewed his experience and qualifications. He is a licensed architect with a Bachelor of Architecture and a Masters Degree in Regional Planning from Kansas State. His career has included a wide range of projects in 30 states and 4 foreign countries. He has previously served on other Prairie Village committees and on his homes association board and a local Cub Scout Packmaster. Mr. Breneman stated he has worked more than 20 years for BWR/Lochner. Lochner has chosen to close their architectural operations and he was asked to close out projects he was working on. He estimates his final project will be completed within the next year. He feels his past experiences would be helpful to the Planning Commission.

Lawrence Levy, a resident of Prairie Village for several years, reviewed his experience and qualifications. Mr. Levy began as a high end home builder in Mission Hills, Prairie Village and Leawood. He has done both residential and commercial developments. He also holds a brokers real estate license in both Kansas and Missouri and is very familiar with the city's adopted building codes.

Ashley Weaver asked how many applications the Mayor reviewed. The City has received several applications over the past six months. Mayor Shaffer narrowed the field to six candidates and interviewed the top two candidates.

Brooke Morehead asked if every committee volunteer receives a response. She heard from a resident that they had submitted an application and never heard back from the city. She feels every application should receive a response. Staff responded that when applications are received they are forwarded to committee chairman for review if there is a vacancy. Applications are often received for committees that do not have vacancies at the time.

Dan Runion asked if items going before the Planning Commission come forward to the Governing Body. City Attorney Katie Logan responded that the Commission reviews and takes action on building issues such as site plans, signage, building and building height elevations, etc. For requests for zoning ordinance revisions, rezoning applications and special use permits the Planning Commission is a recommending body with the Governing Body taking action.

Ted Odell expressed concern with filling Ken Vaughn's position when he has not officially resigned. Mayor Shaffer responded that Mr. Vaughn has asked the Mayor to replace him on the Commission agreeing to serve until a replacement could be found. This is similar to Marlene Nagel's resignation a few years ago. These were dedicated individuals who chose not leave the Commission with unfilled vacancies. Mr. Odell stated he was uncomfortable voting on an appointment to a position when an official resignation has not been submitted. Katie Logan responded that the position could be filled now with the understanding of the contingent resignation.

Eric Mikkelson stated he agreed with Mrs. Morehead that it was important for the City to acknowledge volunteer interest and to be proactive in getting volunteers involved. Mayor Shaffer responded this can be accomplished going forward.

Andrew Wang moved the City Council Ratify appointments to the Prairie Village Planning Commission of James R. Breneman completing an unexpired term ending April, 2016 and Lawrence H. Levy completing an unexpired term ending April, 2015. The motion was seconded by Steve Noll. The following votes were cast: "aye" Hopkins, Noll, Mikkelson, Wang, Wassmer and McFadden; "nay" Weaver, Nelson, Morehead, Runion, Odell and Gallagher. Mayor Shaffer voted "aye" to break the 6 to 6 tie vote.

Brooke Morehead questioned why the agreement for Phil Jay for music and emcee services at the Mayor's Holiday Party was for Meadowbrook Country Club. Quinn Bennion responded that Homestead Country Club could not commit to the date.

Andrew Wang moved the City Council approve the agreement with Phil Jay for music and emcee services at the Mayor's Holiday Party on December 13, 2014 in the amount of \$625.00. The motion was seconded by Brooke Morehead and passed unanimously.

MAYOR'S REPORT

There was no Mayor's Report.

COMMITTEE REPORTS

Council Committee of the Whole

COU2014-06 Consider Design Agreement with Affinis Corporation for the Design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project

On behalf of the Council Committee of the Whole, Acting Council President Andrew Wang moved the City Council authorize the Mayor to sign the Design Agreement with Affinis Corporation for the Design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Program in the amount of \$168,560 with funding from the appropriate CIP Project Accounts. The motion was seconded by Ruth Hopkins and passed unanimously.

COU2014-07 Consider Agreement with Larkin Aquatics for the Engineering Evaluation of the Prairie Village Aquatic Center

On behalf of the Council Committee of the Whole, Past Acting Council President Andrew Wang moved the City Council approve an agreement with Larkin Aquatics for the Engineering Evaluation of the Prairie Village Aquatics Center at a cost not to exceed \$10,000 with funding from CIP Project POOLPLNx, Aquatic Center Assessment Plan. The motion was seconded by Ruth Hopkins and passed unanimously.

Planning Commission

PC2014-01 Consider Amendments to Zoning Ordinance Chapters 19.28 and 19.52 regarding a Reapplication Waiting Period

In October, 2013, the City Council directed the Planning Commission to authorize a public hearing on the addition of a reapplication waiting period for special use permit and rezoning applications. The Commission discussed the issue in January and authorized a public hearing. Ordinances from other cities on this issue were reviewed. The public hearing was held on March 4th, with no one addressing the Commission.

The Planning Commission has recommended approval of a six month waiting period unless the legal description of the property has substantially changed or the new application is for a Special Use Permit that has a different use than the original. The determination of whether an application was "substantially the same" property,

development and land use as a prior application will be made by the City Administrator or his/her designee with the landowner being able to appeal to the Planning Commission. This language was taken from the City of Overland Park's regulations.

Jori Nelson asked what is "substantially the same". Katie Logan responded that would be a determination that would need to be by staff on a case by case basis and could be appealed by the applicant to the Planning Commission.

Eric Mikkelson asked if the City Council could provide guidance to the staff in making that determination. Katie Logan responded that she felt that would be possible.

Andrew Wang spoke in opposition to the proposed language feeling that it was punitive to make a developer wait six months to make changes on his property.

Ted Odell noted based on the amount of staff time and Commission time taken for the review of applications he feels the burden should be on the developer to make sure he gets the needed support. Ms Wassmer agreed. Ms Nelson added that if there needs to be a substantial change made, such actions would take time to complete.

Laura Wassmer moved the Governing Body adopt Ordinance 2307 amending Chapter 19.28 of the Prairie Village Municipal Code, entitled "Special Use Permits" by adding Section 19.28.075 entitled "Reapplication Waiting Period" and amending Chapter 19.52 entitled "Procedural Provisions" by adding a new Section 19.52.055 entitled "Reapplication Waiting Period". The motion was seconded by Ted Odell.

A roll call vote was taken with the following members voting "aye": Shaffer, Weaver, Nelson, Noll, Mikkelson, Wassmer, Morehead, Runion, McFadden, Odell and Gallagher; voting "nay" Hopkins, Wang. The ordinance was adopted by a vote of 11 to 2.

PC2014-02 Consider Request for a Special Use Permit for the operation of a Montessori School at 7456 Cherokee Drive

Global Montessori Academy, 707 West 47th Street, Kansas City, has purchased the building previously occupied by the Cherokee Christian Church on the northwest corner of 75th Street and Belinder Avenue. They plan to use the classroom area for the Montessori School and rent the sanctuary for Sunday Worship.

Global Montessori Academy has been in operation for over 30 years and is currently located in the Unity Temple on the Plaza and have outgrown the location. The school currently has 90 students, ages 2 - 9 years old, and is expecting 110 students for the 2014-2015 school year. The projected capacity of the proposed site would accommodate 150 students. The school hours are from 8:30 am to 3:30 pm, but the school drop-off starts at 7:30 am and the pick-up extends to 6:00 pm. The school will accommodate preschool to sixth grade students in six classrooms initially, but seven classrooms ultimately.

The existing fenced area on the south side of the building will provide outdoor activity space for the 2 - 6 year age group. The northwest corner of the parking lot will be partitioned off with movable barriers for an outdoor play area for the elementary students.

A neighborhood meeting on February 18, 2014, in accordance with the Planning Commission Citizen Participation Policy and two people attended. No concerns were expressed regarding the use.

A public hearing on their application was held before the Planning Commission on Tuesday, March 4, 2014. No one was present to speak on the application. The Planning Commission reviewed the criteria for approval of the Special Use Permit and

the “Golden Factors” and found favorably on the criteria recommending the Governing Body grant a Special Use Permit for the operation of a Private School at 7456 Cherokee Drive subject to eight conditions listed in Ordinance 2308.

Laura Wassmer asked about potential carpool lines. Chief Jordan responded the Police Department reviewed this site that has the advantage of having two entry points - one off Belinder and one off Cherokee. His staff are confident that based on the site and students coming and leaving at various times with the operation of a before/after school program that there should not be any significant traffic issues. Kate Gunja noted one of the conditions of approval require that if there are problems, the school work with the police department to resolve them.

Laura Wassmer asked what the capacity of the school was. Mrs. Gunja responded the site can accommodate 150 students and the school is expecting 110 students for the 2014-2015 school year.

Andrew Wang moved the Governing Body adopt Ordinance 2308 approving a Special Use Permit for the operation of a Montessori School at 7456 Cherokee Drive, Prairie Village, Kansas. The motion was seconded by Eric Mikkelson.

A roll call vote was taken with the following members voting “aye”: Weaver, Nelson, Hopkins, Noll, Mikkelson, Wang, Wassmer, Morehead, Runion, McFadden, Odell, Gallagher and Shaffer.

Council Committee of the Whole

Danielle Dulin provided background on the proposed Council Policy approved at the March 3rd Council Committee meeting. The policy provides written direction on the process used for the selection of the Council President. It follows the unwritten process that has been followed in the past.

Ruth Hopkins stated she does not support putting an accepted past practice into a written policy noting the written policy removes the flexibility that may be required at some point in time.

Ted Odell stated he felt it was important to have clear written policies to make sure everyone knows exactly what should take place and the proposed policy provides an opportunity for all to serve in the position of Council President. Eric Mikkelson confirmed that the nomination of Council President as stated in the policy still requires the majority vote for the designated individual to be selected.

Ted Odell moved the City Council approve Council Policy CP029 entitled "President of the Council" as presented. The motion was seconded by Laura Wassmer and passed by a vote of 11 to 1 with Ruth Hopkins voting in opposition.

STAFF REPORTS

Staff reports were presented at the earlier meeting of the Council Committee of the Whole.

OLD BUSINESS

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

NEW BUSINESS

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

Mayor Shaffer noted the next item on the agenda is an executive session. He moved to the announcements and advised those present that no action would be taken

by the Governing Body following the executive session and that they were free to leave after announcements.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Finance Committee	04/09/2014	3:00 p.m.
Parks & Recreation Committee	04/09/2014	7:00 p.m.
Sister City Committee	04/14/2014	7:00 p.m.
Prairie Village Arts Council	04/16/2014	7:00 p.m.
Council Committee of the Whole	04/21/2014	6:00 p.m.
City Council	04/21/2014	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a multimedia exhibit by Lucinda Baker as the April exhibit in the R. G. Endres Gallery. The artist reception will be on Friday, April 11th from 6:30 to 7:30 p.m.

Recreation sales begin Tuesday, April 1. Pool memberships purchased through April 30 will be discounted by \$10.

The 2014 annual large item pick up has been scheduled. Items from homes on 75th Street and north of 75th Street will be collected on Saturday, April 5. Items from homes south of 75th Street will be collected on Saturday, April 12.

EXECUTIVE SESSION

Andrew Wang 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 30 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 and Chief of Police. The motion was seconded by Courtney McFadden and passed unanimously.

Mayor Shaffer reconvened the meeting at 9:00 p.m.

Laura Wassmer moved pursuant to KSA 75-4319 (b) (6) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 30 minutes for the purpose of discussing possible acquisition of property. Present will be the Mayor, City Council, City Administrator, Assistant to the City Administrator and City Attorney. The motion was seconded by Ruth Hopkins

Mayor Shaffer reconvened the City Council meeting at 9:30 p.m.

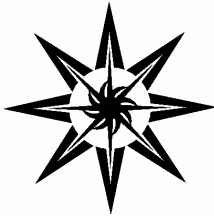
Laura Wassmer moved pursuant to KSA 75-4319 (b) (6) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 25 minutes for the purpose of discussing possible acquisition of property. Present will be the Mayor, City Council, City Administrator, Assistant to the City Administrator and City Attorney. The motion was seconded by Brooke Morehead.

Mayor Shaffer reconvened the City Council meeting at 9:55 p.m.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 9:55 p.m.

Joyce Hagen Mundy
City Clerk



MAYOR

Council Meeting Date: April 21, 2014

Consent Agenda: Consider Reappointment of Committee Members

RECOMMENDATION

Mayor Shaffer requests Council ratification of the reappointment of the following individuals:

Animal Control Board	James Dinesen	4/2016
Animal Control Board	Richard Webber	4/2016
Board of Code Appeals	Dick Kaufman	4/2019
BZA/Planning Commission	Nancy Wallerstein	4/2017
BZA/Planning Commission	Bob Lindeblad	4/2017
Communications Committee	John Wilinski	4/2017
Communications Committee	Michael Arrandale-Arnold	4/2017
Communications Committee	Susan Giffin	4/2017
Environment/Recycle	Karin McAdams	4/2017
Environment/Recycle	Benjamin Claypool	4/2017
Environment/Recycle	Penny Mahon	4/2017
Park & Recreation	Diane Mares	4/2017
Park & Recreation	Eric Blevins	4/2017
Prairie Village Arts Council	Lindsay Ridder	4/2017
Prairie Village Arts Council	T. Truss Tyson	4/2017
Sister City Committee	Robert Glywa	4/2017
Sister City Committee	Peter Jarosewycz	4/2017
Sister City Committee	Ivan Novikov	4/2017
Tree Board	Greg VanBooven	4/2017
Tree Board	Deborah Nixon	4/2017

BACKGROUND

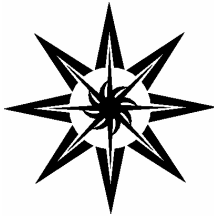
Several current committee members have terms expiring in April, 2014. Mayor Shaffer has contacted each of the Committee Chairs regarding their desire to have these committee members reappointed. The Mayor then sent letters to each of the individuals asking them if they would accept reappointment for an additional term.

These individuals have been actively involved in their committees bringing expertise, experience and enthusiasm. They represent a total of more than 200 years of service to the City of Prairie Village. If you would like to see their volunteer applications, please contact me.

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: April 8, 2014



VILLAGEFEST COMMITTEE

Council Meeting Date: April 21, 2014

CONSENT AGENDA: Consider Approval of VillageFest Contracts

RECOMMENDATION

Staff recommends the City Council approve the following contracts for VillageFest 2014 in the amount of \$2,615.

Omni Entertainment
Clement McCrae Puppets

Flashback - Headlining Band
Puppet Show

FUNDING SOURCE

01-06-41-6014-005 - VillageFest

ATTACHMENTS

1. Contracts

PREPARED BY

Jeanne Koontz, Deputy City Clerk/Public Information Officer
April 17, 2014

**ENTERTAINMENT/ VENDOR AGREEMENT
2014**

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2014, by and between the City of Prairie Village, Kansas (hereinafter “the City”) and Omni Entertainment, (hereinafter “Vendor”).

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2014; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
Covered Stage – 24 x 16
2. Type of Service Provided: the Vendor agrees to provide the following services:

Flashback
3. Hours of Operation: The Vendor shall provide services to the general public from 11:30 am to 1:00 pm on July 4, 2014.
4. Access to Facilities:
 - a. Vendor shall have access to Vendor’s location for set-up on July 4, 2014 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 pm. Vendor’s vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, and required set V up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1,700.00 to be paid on or before July 4, 2014 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify

Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.

7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named

as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2014.**

9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:

City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464

10. **Staff:**

- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.

12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.

13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By _____
(signed) 

Jeff Tiller

(typed name)

President

(typed title)

Omni Entertainment

(typed company name)

1615 NE 100th Ct

(typed address)

Kansas City, MO 64155

(typed city, state, zip)

816-734-4558

(typed telephone number)

4/4/14

(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan



1615 N.E. 100th Court
KANSAS CITY, MO 64155
omnientertainment.com
(816) 734-4558
FAX (816) 734-4804

OMNI ENTERTAINMENT is a
Division of OMNI ENTERPRISES,
LLC

ENGAGEMENT AGREEMENT

AGREEMENT made this 4 day of April, 2014
Between Flashback (Herein after referred to as
"ARTIST") and VillageFest 2014
(Herein after referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

"The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to furnish the Entertainment presentation hereinafter described, upon all the terms and conditions herein set forth".

(1) VillageFest, Stage Area, 77th & Mission Rd, Prairie Village, KS 66208
(Name and address of Place of Engagement)

(2) Fri, July 4, 2014 (Rain or shine show)
(Date(s) of Engagement)

(3) 11:30am-1:00pm, 1-90 minute show. Set up time 6:30-8:30am.
(Time(s) of Performance)

(4) **Compensation agreed upon:** \$1700.00 (Seventeen hundred dollars) Guarantee
Deposit of \$350.00 due back with signed paperwork by 5/30/14. Please make all payments payable to Omni. Day of show balance \$1350.00

All payments shall be made by certified check, money order, or cash as follows:
Any other source of payment must be approved by Omni Entertainment.

\$ 1350.00 shall be paid by PURCHASER to ARTIST immediately

Following the engagement. Commission 0 payable to OMNI by ARTIST within ten (10) days from the termination of this agreement or be subject to 1.5% interest per month.

(5) PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder. All payments shall be made in full with no deductions.

(6) Any return engagement between ARTIST and PURCHASER for one (1) year from date of this agreement will be conducted through OMNI ENTERTAINMENT and commission due thereof. Commencement of engagement together and physical delivery of this agreement is deemed to be in acceptance of all terms by the PURCHASER and ARTIST(s).

(7) Any changes of members of the said group or if the ARTIST changes the group name, ARTIST is required to notify OMNI.

(8) The agreement of the ARTIST to perform, and the agreement of the PURCHASER to employ the ARTIST is subject to proven detention by sickness, riots, strikes, national disaster, epidemics, Act or God or any legitimate condition beyond their control.

(9) This agreement, and the terms and conditions herein, may be enforced by the PURCHASER and by each ARTIST who is a party to this agreement, or whose name appears on the agreement or who has, in fact, performed the engagement contracted by the Agent(s) of each ARTIST.

(10) All claims and disputes which may arise between PURCHASER and ARTIST(s) regarding the applications or interpretation of any of the terms or conditions of this agreement, including any disputes between parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration.

WITNESS WHEREOF, the parties hereunder have hereto set their names and seals on the day and year above written.

VillageFest 2014/Ronald Shaffer
(PURCHASER NAME)

(PURCHASER SIGNATURE)

7700 Mission Rd, Prairie Village, KS
66208

(ADDRESS)

913-381-6464

(PHONE)

(WEBSITE/E-MAIL)

Flashback/Tony Rustici

(ARTIST NAME)


(ARTIST SIGNATURE)

1615 NE 100th Ct, KCMO 64155

(ADDRESS)

816-734-4558

(PHONE)

www.omnientertainment.com

(WEBSITE/E-MAIL)

**ENTERTAINMENT/ VENDOR AGREEMENT
2014**

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 1st day of April, 2014, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Clement McCrae Puppets, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2014; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. **Type of Space Provided:** the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

See Attached Map
2. **Type of Service Provided:** the Vendor agrees to provide the following services:

4 Marionette Shows for all ages plus platform to perform on
3. **Hours of Operation:** The Vendor shall provide services to the general public at 9:00 a.m., 10:00 a.m., 11:00 a.m. and 12:00 p.m. on July 4, 2014.
4. **Access to Facilities:**
 - a. Vendor shall have access to Vendor's location for set-up on July 4, 2014 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, and required set V up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
5. **Compensation:** In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$915, to be paid on or before July 4, 2014 unless the event is canceled as provided in Section 6 of this agreement.

4 C. Clement McCrae Puppet Shows has a professional sound system requires A/C 20 amps 110 Volts grounded Electrical power. Public Works to provide a generator to be place far and away

6. **Cancellation of the Event:** The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. **Clean-Up:** Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. **Indemnity:**
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for

personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2014.**

9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:

City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464

10. **Staff:**

- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.

12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.

13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

VENDOR

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

By: _____
(signed)

John McCrae

(typed name)

Owner / Puppeteer

(typed title)

Clement McCrae Puppet Shows

(typed company name)

8806 Ivanhoe Trail

(typed address)

Kansas City, MO 64131

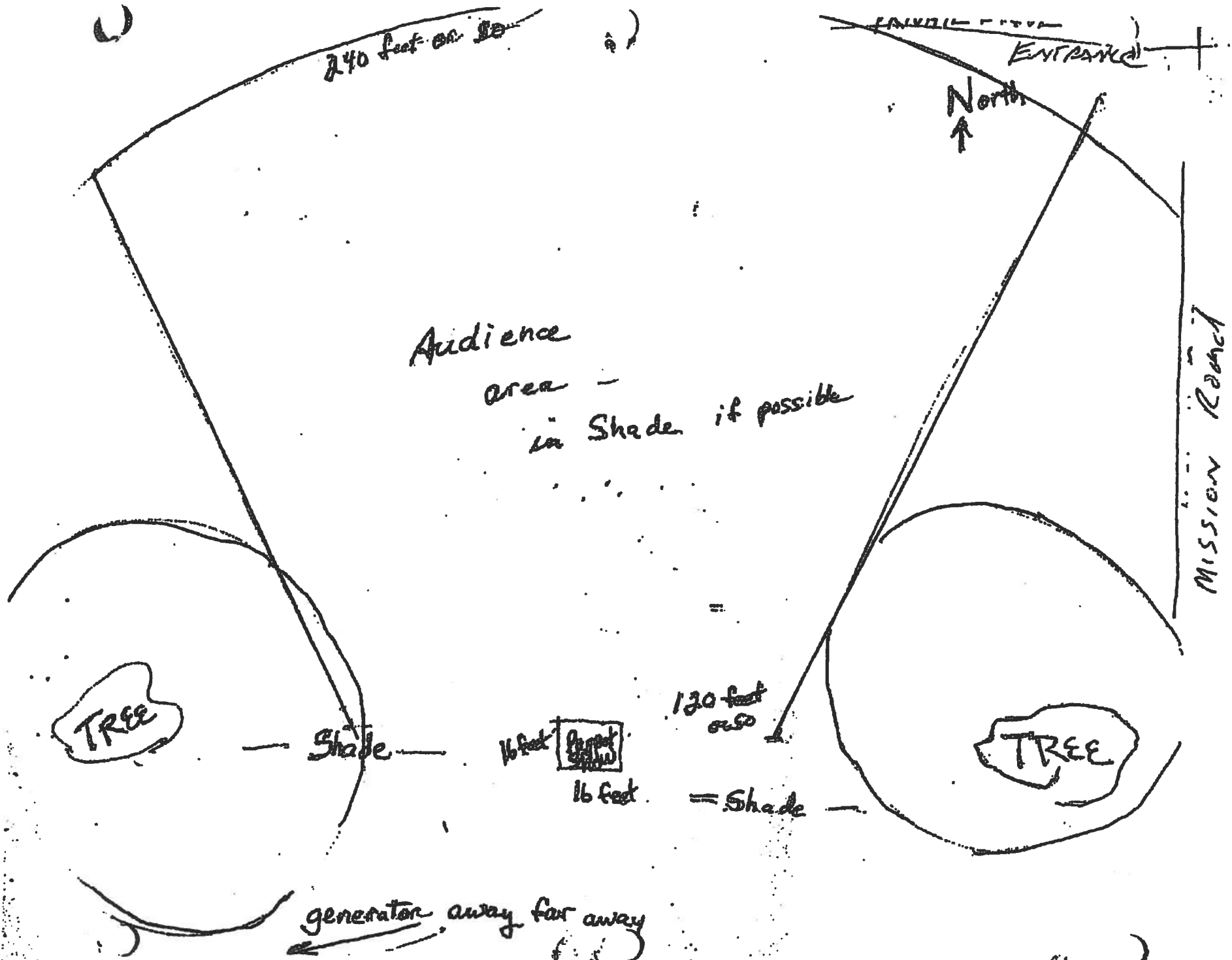
(typed city, state, zip)

(typed telephone number)

(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan



240 feet or so

Audience
area -
in Shade if possible

TREE

Shade

generator away far away

16 feet



16 feet

120 feet
or so

= Shade

TREE

ENTRANCE

ENTRANCE

North
↑

Mission Road



Contract

Clement McCrae Puppet Shows

Parties to the Contract

The Following shall serve as a contract between: **VillageFest of City of Prairie Village** represented by: **Jeanne Koontz**; and **Clement McCrae Puppet Shows (Mary Susan McCrae & John McCrae, puppeteers)**

We Shall Provide

CLEMENT McCRAE PUPPET SHOWS (Mary Susan McCrae) SHALL PROVIDE:

Puppets On Strings : A combination marionette, hand puppets, and other puppets variety show with introduction.

- **Show Performance Date:** Friday, July 04, 2014
- **Performance Times:** 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m.
- **Performance Location:** Shady area southern most part of festival grounds between 2 huge trees.
7700 Mission
Prairie Village, KS 66208
913-381-6464 ext 4662
- **Our Arrival time:** One hour prior to show time approx
- **Our Departure time:** One-half hour to an hour after show time approx

You Shall Provide

VILLAGEFEST OF CITY OF PRAIRIE VILLAGE (Jeanne Koontz) SHALL PROVIDE:

- **Workplace:** a suitable and clean space for performers
- **Stage Area:** an open area 16' x 16' with ceiling clearance of 7 feet.
- **Electricity:** (3) 110 volt outlets within 50' of stage area.
- **Need a generator supplied by Public Works Department**
- **Publicity:** The name CLEMENT McCRAE PUPPET SHOWS shall appear on all publicity about the event.
- **Access to the Stage no later than 45 minutes prior to show time.**

CONTACT PERSON:

- Jeanne Koontz, 913-381-6464 ext 4662
- **Alternate Contact:** _____
Should be available between one hour before show time and one-half hour after show time



Contract

Clement McCrae Puppet Shows

Fees

The sum of \$ 915.00. Payment made out to **CLEMENT McCRAE PUPPET SHOWS** shall be given immediately following the first performance.

Signatories

A handwritten signature in black ink, appearing to read "Mary Susan McCrae" or "John McCrae".

Mary Susan McCrae or John McCrae
8806 Ivanhoe Trail
Kansas City, MO. 64131
(816) 444-1492

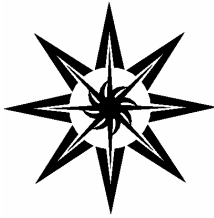
Sponsor signature
VillageFest of City of Prairie Village

Your address

Your phone

April 1, 2014

Date: _____



ADMINISTRATION DEPARTMENT

Council Meeting Date: April 21, 2014

CONSENT AGENDA: Consider Annual Employee Appreciation Event

RECOMMENDATION

Staff recommends the City Council approve the purchase of Royals tickets, parking passes and contracting with All Seasons/Brancato's Catering for the 2014 Annual Employee Appreciation Event.

BACKGROUND

The employee events committee recommends going to a Royals Baseball Game on July 25, 2014 for the 2014 Employee Appreciation Event. The committee recommends hiring Brancato's Catering to cater the tailgate party before the game and All Seasons Event Rental for the tent, tables and chairs. The July 25th game is Buck Night and also Fireworks Friday.

The average cost is \$59.00 per person for the tickets, parking passes and dinner. The amount is within budget. Total cost for the event is estimated to be \$9,954 assuming attendance of 150 people. The total cost includes the tent, tables and chairs rental. In past years, 100-145 employees and their guests have attended the employee appreciation event.

FUNDING SOURCE

01-01-01-7014-032

2014 Budget - \$10,000

ATTACHMENTS

1. Invoice for Royals
2. Quote for Brancato's/All Seasons

PREPARED BY

Jeanne Koontz, Deputy City Clerk

April 14, 2014

2014 Royals Group Ticket Invoice

4/10/2014



Acct # 807934

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

Royals Rep: Keith Rader
 Phone: 816-504-4171
 Email: keith.rader@royals.com

	Section	Row	Seat(s)	Qty	Amount
Game 50 vs. Cleveland Indians Friday, July 25th, 2014	110 111	K-S E-M	Varies Varies	150	\$6,150.00
				Total:	\$6,150.00
				Less Payments:	\$0.00
				Deposit Due:	\$3,075.00



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

Proposal

Event to be held on Friday, July 25, 2014

Venue								
Description	Arrival	Start	End	Serving	Departure	Banquet Room	Setup Style	
Dinner Buffet	NA	5:00 pm	7:00 pm	NA	NA			
Food & Service Items								
Food/Service Items						Price	Qty	Total
ROYALS TAILGATE / 150 GUESTS / SERVE @ 5PM						12.75	150	1,912.50

ENTREE - PLEASE SELECT TWO:

- Hickory Smoked Brisket
- Tender Beef Burnt Ends
- Turkey
- Ham
- BBQ Chicken
- Crispy golden Fried Chicken
- Marinated Boneless Chicken Breast

SIDE DISHES - PLEASE SELECT TWO:

- Smoked BBQ Baked Beans
- Creamy Cole Slaw
- Macaroni Salad
- Homestyle Potato Salad
- Cheesy Corn Bake

PLEASE SELECT ALL:

- BBQ Sauce
- Pickles
- Bread, Assorted Deli
- Dinner Rolls with Butter

DESSERT - PLEASE SELECT ONE:

- Assorted Homemade Cookies

Assorted Sheet Cakes
Fudge Brownies
Cold Sliced Watermelon

BEVERAGES - PLEASE SELECT TWO:

Iced Water
Iced Tea
with Lemon Wedges
Lemonade
Fruit Punch
Coffee
Soda, Assorted
 Bratwurst

Special Requests

Catering Includes:

Disposable Serviceware
Covered Buffet Tables
Buffet Service Staff

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	\$1,912.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,912.50
Venue CateringFee	\$191.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$191.25
Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$2,103.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,103.75

Total Order Value: 2,103.75

Thank you for considering us for catering your upcoming function. Please let us know if you have any questions concerning any of the items on this proposal.



**All Seasons
Event Rental**

We Can "TOP" Anyone

5050 Kansas Ave., Kansas City, KS 66106
Phone: (816) 765-1444, Fax: (816) 767-0844

Your Special Event Expert

Dance Floors ~ Linens
Portable Bars ~ Tent Canopies
Folding Chairs ~ Tables
Decor ~ China
Wedding Equipment ~ Lighting

www.allseasonstentrental.com

e-mail: sales@allseasonstentrental.com

QUOTE #: 131357-1

pg: 1 of 1

Delivery: FRI 07/25/14 BY 12PM

Pickup: SAT 07/26/14 AM/PM

Event Day: FRIDAY

Date: 07-25-2014

Event Time: 7:10 PM

Sales Person: JL

Order Date: 04-11

PO #:

Phone #: (913) 385-4647

Fax #: (913) 642-0117

Contact: JEANIE KOONTZ

(913) 385-4662

Sold JEANIE KOONTZ (913) 544-4581
To: CITY OF PRARIE VILLAGE
7700 MISSION RD

PRARIE VILLAGE KS 66208

Deliver ROYALS TAILGATE - LOT N
To: 1 ROYAL WAY
KANSAS CITY MO 64129
POC2: BRYAN HUNTER

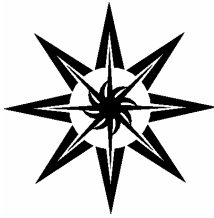
QTY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	30 X 40 FRAME TENT	650.00	650.00
10	TABLE 8' X 30"	11.00	110.00
100	CHAIR FOLDING	1.50	150.00
10	DISPOSABLE TABLE TOP 8X30 BLUE	0.00	0.00
1	TROUGH METAL	0.00	0.00
10	TABLE SET UP	0.00	0.00
10	TABLE TAKEDOWN	0.00	0.00
100	CHAIR SET UP	0.00	0.00
100	CHAIR TAKE DOWN	0.00	0.00

LICENSEE - TAKE NOTICE Licensee acknowledges that the above merchandise and/or equipment has been inspected and received in good condition and accepted as is. Licensee accepts responsibility for the care of same merchandise and agrees to pay for any damages sustained while in the user's possession. NOTICE: Failure, refusal or neglect to return the rental property within 72 hours after the agreed rental period has expired or the representing of false, fictitious or misleading identification to the Dealer shall be prima facie evidence of an intention to commit larceny. ALL Past due Invoices are subject to 1.5% interest per month.

Boxes:	Special Instructions:
Crates:	***AMANDA 4 JASON***PREPAY**EVENT 9/5 @ 7:10PM**
L Bags:	STAKES/GRASS
Racks:	

Sub-Total:	910.00
Sales Tax:	0.00
Damage Waiver:	0.00
Delivery:	40.00
Fuel Surcharge:	0.00
Labor:	0.00
Total:	950.00

Location: Back Yard Front Yard Parking Lot Dock Steps
Elevator Size _____ Floor _____ Dist from truck to site _____
Ground Conditions: Grass Asphalt Concrete Wood Gravel Dirt
Underground: Electrical Gas Sprinklers Dig Rite called ___Yes ___No



ADMINISTRATION DEPARTMENT

Council Meeting Date: April 21, 2014

CONSENT AGENDA: Consider Ordinance 2309 approving the Prairie Village Art Fair as a special event and authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of Barricaded Public Areas of the Event

MOTION

Adopt Ordinance 2309 approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance 2309 approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

BACKGROUND

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

The Prairie Village Merchants Association has requested that the City approve an ordinance identifying the Prairie Village Art Fair (May 30 - June 1) as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

Vendors must be active business occupants in the Prairie Village Shopping Center at the time of the event, having the proper licenses. Currently, the following businesses qualify: Café Provence, Blue Moose, Minsky's, Tavern in the Village, Standees and Story.

ATTACHMENTS

1. Ordinance 2309

PREPARED BY

Jeanne Koontz
Deputy City Clerk
April 16, 2014

ORDINANCE NO. 2309

AN ORDINANCE APPROVING THE PRAIRIE VILLAGE ART FAIR AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF A BARRICADED PUBLIC AREAS AT SUCH EVENT

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

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the Prairie Village Art Fair as a special event to be held at the Village Shopping Center on May 30 - June 1, 2014.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Vendors must be active business occupants in the Prairie Village Shopping Center at the time of the event and have the appropriate licenses from the City of Prairie Village.

Section 6. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within barricaded area on May 30 - June 1, 2014.

Section 7. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 21st DAY OF APRIL, 2014.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

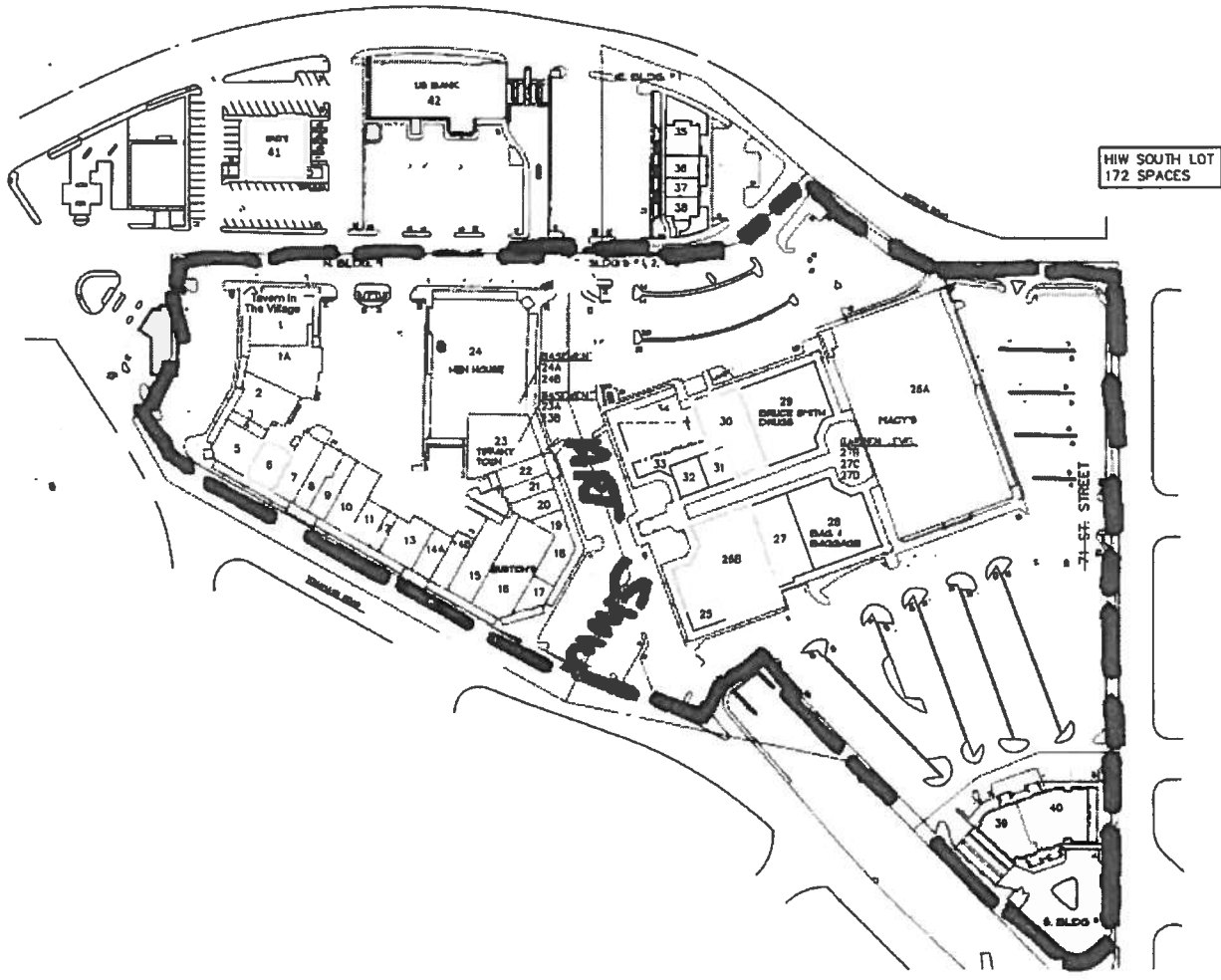
ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

Exhibit A



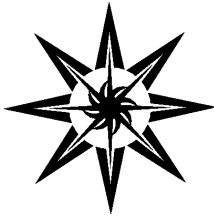
Key Plan No.	Tenant Name	Address	SF
1	Tavern in The Village	3001 Prairie Lane	4,418
1A	Zaka's Paint & Design	3009 Prairie Lane	3,583
2 & 3	Rimann Liquors	3915-3917 Prairie Lane	4,592
4	P.V. Hairstyling #1	3919 Prairie Lane	580
5	Ultra Mac	6911-6919 Tomahawk	2,936
6	AVAILABLE	6911-6919 Tomahawk	1,800
7	Miraly's Pizze	6921-23 Tomahawk	2,754
8	The Village Dentist, DDS	6925 Tomahawk	1,867
9	Spangler Gals	6927 Tomahawk	1,311
10	Fairytale Ballet/Princess Club	6929-31 Tomahawk	2,706
11	Brookside Optical	6933-35 Tomahawk	1,492
12	C. Jack's Sidewalk Cafe	6937 Tomahawk	725
13	Mady & Me	6939-43 Tomahawk	2,674
14A	Tower Cleaners	6945 Tomahawk	1,773
14B	Tulp	6949 Tomahawk	1,819
15	Clique Boutique	6951-55 Tomahawk	1,741
16	Euron Hardware	6955-57 Tomahawk	7,327
17	Mr. Goodcents Subs	3954-3956 W 69th Terrace	1,335
18/19	Chico's / Storage	3945-60 W 69th Terrace	2,210
20	Cafe Provence	3926-46 W 69th Terrace	1,618
21	RSVP	3934 W 69th Terrace	908
22	Jake's In The Village	3930 W 69th Terrace	1,054
23	Tiffany Town	3924 W 69th Terrace	4,872
23A	Village Shoe Repair	3928-A W 69th Terrace	1,747
24	Men House	6950 Mission Road	10,029
24A	PV Merchants Association	3924 W 69th Terrace	2,530
24B	Adrian Mason & Co	3920 W 69th Terrace	373
25	Ehrlein Bro Bagels	3938 W 69th Terrace	2,824
26A	Macy's	71st & Mission Road	136,968
26B	AVAILABLE	3936 W 69th Terrace	26,914
27	Bain Salon & Day Spa	#18 on the Mall	4,981
27B	P.V. Hairstyling #2	#20 on the Mall	662
27C	Gymboree	#17 on the Mall	2,595
27D	Gymboree	#20 on the Mall	488
28	Bag & Baggage	#22 on the Mall	4,052
29	Bruce Smith Drugs	#18, 21, & 25 on the Mall	9,221
30	AVAILABLE	#16 on the Mall	4,980
31	Fitness for Life	#11 on the Mall	1,682
32	The Better Checkdar	#5 on the Mall	1,512
33	Steak Restaurant	3931 W 69th Terrace	2,980
34	JoS. A. Bank	3925 W 69th Terrace	3,087
35	T.C.B.Y.	6909 Mission Road	1,142
36	Starbuck's	6970 Mission Road	1,484
37	Dolce Baking Co	6974 Mission Road	1,239
38	Village Flowers	6978 Mission Road	1,137
39	Missouri Bank	4140 W 71st Street	3,000
40	Blue Moose	4180 W 71st Street	5,300
41	AVAILABLE	6920 Mission Road	6,231
42	US Bank	6940 Mission Road	22,789



SITE MASTER PLAN—PRAIRIE VILLAGE SHOPPING CENTER
SCALE: 1"=60'-0"

Updated February 2012





POLICE DEPARTMENT

Council Meeting Date: April 21, 2014

CONSENT AGENDA: Consider the School Resource Officer Agreement with the Shawnee Mission School District

RECOMMENDATION

Staff recommends approval of the contract with the Shawnee Mission School District for the 2014-2015 and 2015-2016 school year.

BACKGROUND

Since the inception of the School Resource Officer Program, the City and the District have entered into a contract regarding the relationship of the parties, costs, and responsibilities.

The included contract is the standard contract between the District and municipalities that provided these services. The portions of the agreement that pertain to officer responsibilities, school responsibilities, agency responsibilities, and \$185.00 per day consulting fee for the officer(s) have not changed.

The only change to the contract is that it now covers two school years versus one. The Department sees no issue with a two year contract.

The City Attorney has previously reviewed and approved the document.

PREPARED BY

Capt. Tim M. Schwartzkopf
Investigations Commander
Date: April 16, 2014

AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between the **City of Prairie Village, Kansas**, a municipal corporation, hereinafter referred to as "**City**", and the **Shawnee Mission Unified School District No. 512**, located at 7235 Antioch, a political subdivision of the State of Kansas, hereinafter referred to as "**District**".

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign uniformed law enforcement officers, vehicles, radios and all necessary equipment for the School Resource Officer Program, hereinafter referred to as "SRO". The SRO will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource person, and providing the appropriate response during on-campus or school related criminal activity.
2. Term. The term of this agreement shall be from the first day of school in May 2014 thru the last day of school in August 2016, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the SRO shall perform regular police duties at a duty station as determined by the Chief of Police.
3. Termination. This Agreement may be terminated without cause by either party upon 30 days prior written notice.
4. Relationship of Parties. The City and the assigned SRO shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered to be an employee of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for the City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The District agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by officer assigned to the District as an SRO. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration. In consideration of the assignment of law enforcement officers to work with the District as provided herein, the District agrees to pay the City one hundred eighty-five dollars (\$185.00) per day for each day each SRO works for the District (\$92.50 per half-day). The District will not be responsible for payment of overtime, unless it is requested by the District. The SRO's weekly District schedule will be mutually agreed upon in consultation with the principal of the school to which the SRO is assigned. The SRO may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under this Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City at the end of each school session quarter.

6. SRO Responsibilities. The SRO assigned to the District shall:
 - 6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, addressing violence diffusion, violence prevention, and other safety issues in the school community.
 - 6.2 Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the SRO.
 - 6.3 Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
 - 6.4 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
 - 6.5 Take the appropriate steps consistent with a Kansas law enforcement officer's duties when a crime occurs.
 - 6.6 Present educational programs to students and school staff on topics agreed upon by both parties.
 - 6.7 Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
 - 6.8 Attempt to advise the school principal prior to taking legal action, subject to the SRO's duties under the law (unless in the SRO's opinion circumstances prevent it),

- 6.9 Shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The SRO is not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist District employees until the problem is solved.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty between the assigned SRO or the City beyond the general duties that exist for law enforcement officers within the state.

7. Time and Place of Performance. The City will make all reasonable efforts to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or law enforcement department requirements. The SRO shall be and remain a full-time uniformed law enforcement officer of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute officer to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. The SRO's activities will be restricted to their assigned school grounds except for:
- 7.1 Follow up home visits when needed as a result of school related student problems.
 - 7.2 School related off-campus activities when SRO participation is requested by the principal and approved by the City.
 - 7.3 Responding to off-campus, but school related, criminal activity.
 - 7.4 Responding to emergency Law enforcement activities.
8. District Responsibilities. The District will provide the SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512

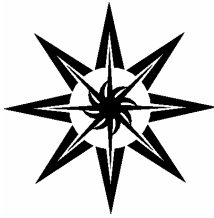
By: _____

President, Board of Education

City of Prairie Village, Kansas

By:

Mayor, City of Prairie Village, Kansas



PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 21, 2014
Consent Agenda

CONSIDER BID AWARD FOR HIGHWAY ROCK SALT

RECOMMENDATION

Staff recommends the City Council approve the bid from Central Salt for Highway Rock Salt at \$54.75 per ton delivered and for Enhanced Salt at \$72.56 per ton delivered.

BACKGROUND

Advertised bids were opened on April 11, 2014 by the City Clerk. This is an annual bid for highway rock salt used for snow/ice control. Four bids were received:

<u>Company</u>	<u>Rock Salt</u>	<u>Enhanced Salt</u>
Central Salt	\$54.75 per ton	\$72.56 per ton
Independent Salt	\$55.17 per ton	No Bid
Cargill	\$61.30 per ton	\$84.33 per ton
North America Salt	\$103.50 per ton	No Bid

The bid price for 2013 was \$52.40 per ton for Rock Salt and \$69.09 per ton for Enhanced Salt.

It is anticipated that Rock Salt and Enhanced Salt will be purchased under this bid with the Enhanced Salt being the primary product purchased. The 2014 Budget includes \$90,000 for salt.

FUNDING SOURCE

Funding is available in the 2014 Public Works Operating Budget

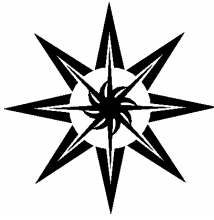
RELATION TO VILLAGE VISION

TR3c Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

PREPARED BY

Keith Bredehoeft, Director of Public Works

Date: April 16, 2014



PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 21, 2014
Consent Agenda

CONSIDER BID AWARD TO PURCHASE SWIMMING POOL CHEMICALS

RECOMMENDATION

Staff recommends the City Council approve the bid award to Edwards Chemical, Inc., for swimming pool chemicals.

BACKGROUND

On April 11, 2014 the City Clerk opened bids for swimming pool chemicals. One bid was received. Edwards Chemicals, Inc., has been the supplier of these chemicals to the City for over eighteen years. The 2014 budget includes \$30,000 for swimming pool chemicals. Following is the Bid unit pricing:

Description	Units	2014 Edwards Chemical	2013 Edwards Chemical
Calcium Chloride (50 pound bags)	Pounds	\$ 0.2916	\$ 0.2708
Chlorine	Gallons	\$ 1.3800	\$ 1.3600
Soda Ash (50 pound bags)	Pounds	\$ 0.2692	\$ 0.2636
Sodium Bicarbonate (50 lb. bags)	Pounds	\$ 0.2570	\$ 0.2520
Sulfuric Acid (55 gallon drums)	Gallons	\$ 3.0000	\$ 2.7891
Sodium Thiosulfate (50 lb. bags)	Pounds	\$ 0.6900	\$ 0.6100
Delivery Charge	Each	\$ 33.7500	\$ 33.7500
Fuel Charge	Each	\$ 6.0000	\$ 6.0000

FUNDING SOURCE

Funds are available in the Public Works Swimming Pool Operating Budget.

RELATION TO VILLAGE VISION

None

PREPARED BY

Keith Bredehoeft, Director of Public Works

Date April 16, 2014



City Council

City Council Date: April 21, 2014

Parks and Recreation Committee Date: April 9, 2014

Consent Agenda: Consider approval of agreements with Johnson County Parks and Recreation District

RECOMMENDATION

Move to approve the Learn to Swim, Pool Usage, and Day Camp agreements with Johnson County Parks and Recreation District.

BACKGROUND

The City contracts with Johnson County Parks and Recreation annually to offer these recreation programs. The contracts are similar to those signed in the past. The Parks and Recreation Committee approved the contracts on April 9, 2014.

FISCAL IMPACT

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

ATTACHMENTS

JCPRD Learn to Swim, Pool Usage, and Day Camp agreements

PREPARED BY

Danielle Dulin

Assistant to the City Administrator

Date: 4/17/2014

**Johnson County Park and Recreation District
Learn to Swim Program
2014 Participation Agreement**

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

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

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

2. The Johnson County Park and Recreation District will have use of the facility beginning June 6, 2014 and ending August 5, 2014. Morning lessons will be held in the Yard Pool and Diving Well until 11 a.m. and at 11 a.m. in the Splash Down Pool and the Meter Pool (there will be no diving or deep water skills during the evening). Exceptions can be made at the discretion of the City Management. The Adult Pool is off-limits during lessons.
 - Lessons offered Monday through Thursday, with Fridays to be held for make-up and training days as needed.
 - Morning lessons held between 9 a.m. – 12 p.m. Session dates:
 1. June 3-7
 2. June 10-14
 3. June 17-28
 4. July 8-19
 5. July 22-Aug 2
 6. Aug 5-9 (mornings only)
 - Evening lessons held between 5:00 p.m. and 6:45 p.m. Session dates:
 1. June 3-7
 2. June 10-4
 3. July 17-28
 4. July 8- 19
 5. July 22 – Aug 2

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

- Parent & Child 3yrs and under
- Pre-school 3yrs to 5yrs
- Progressive Swim Lessons Ages 5 and up

Introductory/Beginning level -Minnows-Assistance Sea Horses

Intermediate level – Sea Horses-Minimal Assistance Intermediate/Advanced level – Sea Turtles-

Advanced level – Dolphins

Sharks are pre-competitive level

- Adult Lessons
- Private Lessons (to be held during group lesson times only)

4. Course Fees will be:

4-30 Minutes Sessions:

- \$39 Learn to Swim per Session (Johnson County Resident)
- \$43 Learn to Swim per Session (Non-Johnson County Resident)

6-30 Minutes Sessions: (6 days are scheduled with two makeup days if needed.) M,T,W,R,M,T (W,R

makeup)

- \$55 Learn to Swim per Session (Johnson County Resident)
- \$60 Learn to Swim per Session (Non-Johnson County Resident)
- \$45 for Two-30 minute Private Lessons (Johnson County Resident)
- \$50 for Two-30 minute Private Lessons (Non-Johnson County Resident)
- \$55 for Two-30 minute Semi-private Lessons (Johnson County Resident)
- \$60 for Two-30 minute Semi-private Lessons (Non-Johnson Count Resident)

5. Non-Discrimination Clause

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

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

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

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

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

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000

Fire Damage \$ 300,000
Each Occurrence \$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 31, 2013.

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

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

Date

Mayor Ronald L. Shaffer

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

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

Date

R. Eric Hughes, Chair

ATTEST:

Paul Snider, Secretary

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel

2014 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of March, 2014 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

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

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

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

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

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2014; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the _____ day of March, 2014.

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

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from **May 21, 2014** through the period ending **August 1, 2014** provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.

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

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$20 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$5.00 per person per visit and must be paid in advance on dates listed in the Agreement in accordance with Prairie Village Council Policy #620. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2013.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.
- k. Will provide locked storage box to be located in the park shelter for the storage of camp supplies.

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

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 21, through August 1, 2014 except as otherwise provided herein.
 - b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 21, 2014, from 6 p.m. to 8:00 p.m. for parent orientation.
 - c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
 - d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 21 through August 1, 2014.
 - e. Shall allow JCPRD use of the Prairie Village Community Center between the hours of 7:00 a.m. – 5:30 p.m., Monday-Friday, from May 21 through August 1 , 2014 as an inclement weather location on an as needed (by JCPRD) and as available (by City) basis. The rental fee for the facility is covered by the shelter rental fee established in Section 8b and reservation of the facility will be made no more than 24 hours in advance. If dangerous weather is imminent, access to the City Hall basement will be provided.
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD’s or any of its agents’, servants’, and/or employees’ negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

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

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. JCPRD shall pay to the City shelter rental on or before September 30, 2014.
- b. JCPRD shall pay to the City Pool fees in two installments, based on usage from May 29 through June 29 (first payment) and from July 2 through August 1 (second payment), upon receipt of invoice by the City.
- c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.
- d. All surface cleaning in the park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.

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

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

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

16. Nonassignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.

17. Non-Discrimination Clause. JCPRD shall comply with all applicable state and federal laws in carrying out this Agreement. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

Date

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

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

Date

R. Eric Hughes, Board Chair

ATTEST:

Paul Snider, Secretary

APPROVED AS TO FORM:

Ernest C. Ballweg, District Legal Counsel

The following is list of dates and times the 2014 Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

Day	Date	Time	Use
Wednesday,	May 21	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Thursday & Friday	May 29&30	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 2 - June 6	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 9 – June 13	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 16 - June 20	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 23 – June 27	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Thursday	June 30 – July 3	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 7 – July 11	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 14- July 18	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 21 - July 25	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 28 – Aug 1	7:00 a.m. - 5:30 p.m.	Day Camp

The following is list of dates and times the 2014 Summer Escapades Camp run by Johnson County Park and Recreation District would like to swim at the Prairie Village Pool:

Day	Date	Time
	June	1:00 p.m. - 3:30 p.m. on all dates
Tuesday,	3	
Wednesday,	4	
Thursday,	5	
Tuesday,	10	
Wednesday,	11	
Thursday,	12	
Tuesday,	17	
Wednesday,	18	
Thursday,	19	
Tuesday,	24	
Wednesday,	25	
Thursday,	26	
	July	
Tuesday,	1	
Wednesday,	2	
Thursday,	3	
Tuesday,	8	
Wednesday,	9	
Thursday,	10	
Tuesday,	15	
Wednesday,	16	
Thursday,	17	
Tuesday,	22	
Wednesday,	23	
Thursday,	24	
Tuesday,	29	
Wednesday,	30	
Thursday,	31	

2014 CITY OF PRAIRIE VILLAGE POOL USAGE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as the JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

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

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

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

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

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

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the ____ day of _____, 2014; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of _____, 2014.

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

1. JCPRD shall have access to and the use of the Pool for the term, times and use as hereinafter specifically defined.
2. Duration of Agreement and Termination. This agreement shall be in effect from May 27, 2014 through the period ending September 1, 2014 provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this agreement; further provided that if the City or JCPRD shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement. The purpose of this agreement is to facilitate cooperation in the establishment and operation of an aquatics program and to define responsibilities for the operation, finances, publicity, facility maintenance and other matters pertaining to the program.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the aquatics program.

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

8. Responsibilities

The District:

- a. Shall operate an aquatics program for adults 16 and over and senior citizens age 50 or older. Only persons qualified to conduct aquatics programs will be permitted to instruct the classes. It is the responsibility of JCPRD to ensure that the instructors are qualified.
- b. Shall provide an annual report to include the number of programs, the number of people served, the residency of persons served and inventory of equipment, the class fee structure and other information as may be requested by the City.
- c. Shall provide a printed list, for review and approval by the City, of proposed facility improvements or program enhancements to benefit aquatic program participants utilizing the Prairie Village Swimming Pool.

The City:

- a. Shall provide access to the Pool during the following days and times:
 1. Master's Swim Workouts – Monday through Thursday
6:30–8:00 p.m. Tuesday, May 27 to Monday, September 1, 2014
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall the JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage insured to JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured. The Certificate shall list the following insurance coverage:

Commercial General Liability

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

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. For the Master’s program, JCPRD agrees to pay to the City a “pool use fee” in the amount of \$2.00 per participation and allow access to a maximum of four (4) lap lanes from 6:30 p.m. to 8:00 p.m. If the pool manager requires participants to leave the pool due to overcrowding, a partial refund of the use fee may be made.
- b. By the terms of this agreement, the aquatics program shall be known as a Co-sponsored program; all written and verbal publicity should reflect the Co-sponsorship. Every effort shall be made by both agencies to inform the participants and public of the Co-sponsorship arrangement.

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

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

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

16. Nonassignability of Agreement. This agreement shall not be assigned, transferred, or sold, nor the premises and facilities corporation, in whole or part, except with the express written consent of the City.

17. Non-Discrimination Clause. JCPRD shall comply will all applicable state and federal laws in carrying out this agreement. In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

Date

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

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

Date

R. Eric Hughes, Board Chair

ATTEST:

Paul Snider, Secretary

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel



INSURANCE COMMITTEE

Council Meeting Date: April 21, 2014
Committee Meeting Date: April 21, 2014

***COU2014-09: Consider 2014-2015 Insurance Renewals**

RECOMMENDATION

Insurance Committee Recommends the City Council approve the renewal of all of the City's insurance needs with Travelers for the coverage year May 2014 to May 2015.

Travelers will replace the coverage year May 2013 to May 2014 that was placed with the following entities:

- Property - Trident
- Inland marine - RLI
- GL/Auto/Public Official/employment practices - Argonaut
- Law Enforcement liability - Argonaut
- Workers Compensation - Argonaut

SUGGESTED MOTION

Recommend the City Council approve the insurance renewal policy and rates with Travelers at a renewal rate not to exceed \$327,025 for the upcoming coverage year.

BACKGROUND

Bob Frankovic and Steve Sopinski, the city's Insurance Consultants with Cretcher-Heartland, solicited bids for 2014-2015 Property/Casualty and Worker's Compensation Renewal. Our current provider (Trident) is leaving the Kansas and Oklahoma market due to adverse losses from wind and hail claims. Bob Frankovic will be at tonight's committee meeting to present the 2014-2015 renewal options. Quotes for coverage were received from the carriers Brit, OneBeacon and Travelers. The City also received quotes from two specialty pools, KERIT (Worker's Compensation only) and MPR (Property and Casualty only). The coverage year begins May 1, 2014.

The Insurance Committee discussed the renewal options at the May 9th meeting. The committee reviewed the MPR and KERIT proposals and debated the merits of moving to a “pool” versus traditional coverage. Though the pools have an additional risk, they also offer lower deductibles, premiums and potential dividend payouts.

The committee agreed that MPR (Property and Casualty) was not as attractive an option as Travelers at this point.

KERIT was evaluated for the City’s Worker’s Compensation coverage. Staff pointed out that the City would have saved money in prior years if they had been with KERIT. The committee evaluated the options and agreed that going with a traditional carrier for Worker’s Compensation was preferable over a pool at this point and time.

The Committee recommends Worker’s Compensation be covered on a first dollar basis. This means the insurance policy will provide full coverage for the entire value of a loss without a deductible. In prior years the City had a \$10,000 deductible per incident. Over the last three years the City has averaged approximately \$15,000 a year in Worker’s Compensation deductibles.

Overall, the renewal represents an increase of \$28,407 or 9.5%. The proposed policy is very similar to the current plan.

The most significant change in premium is the Auto Liability coverage rate with an increase of \$9,981 and Worker’s Compensation with an increase of \$14,267. The City also added new coverage, Cyber Liability, for an increase of \$2,744. All other rates are similar or reduced from expiring year.

FUNDING SOURCE

The premiums are budgeted in the general fund in 2014 and the renewal amount will be budgeted as part of the 2015 budget process. With coverage starting in May, both budget years will be affected by the renewal amount. The deductible amounts will be taken from insurance reserve fund.

ATTACHMENTS

- Travelers Premium Summary
- Premium Comparison

PREPARED BY:

Lisa Santa Maria, Finance Director

Date: April 17, 2014

City Of Prairie Village Kansas

<i>Travelers Premium Summary</i>

<u>Coverage</u>	<u>Premium</u>
Property	\$38,503
Inland Marine	\$3,446
General Liability	\$24,133
Employee Benefits Liability	\$381
Law Enforcement Liability	\$37,400
Public Officials Liability	\$3,726
Employment Practices Liability	\$11,070
Auto Liability	\$29,839
Auto Physical Damage	\$12,479
Umbrella	\$25,616
Workers Compensation	\$131,327
Cyber Liability	\$2,744
Crime	\$3,290
Special Crime	Included
Fiduciary	\$2,891
Treasurer Bond	\$180
Total	\$327,025

City of Praire Village, KS
Premium Comparison
May 1, 2014

	Trident	KERIT	Brit/KERIT	Brit/KERIT Revised	MPR/KERIT	OneBeacon	Travelers	Travelers KERIT
	2013	2014	2014	2014	2014	2014	2014	2014
Property	\$35,014		\$75,680	\$69,695	\$34,146	No Quote	\$38,503	\$38,503
Inland Marine	\$4,000		Included	Included	Included	No Quote	\$3,446	\$3,446
General Liability	\$29,715		Included	Included	\$89,517	\$31,273	\$24,133	\$24,133
Employee Benefits Liability	Included		Included	Included	Included	Included	\$381	\$381
Law Enforcement Liability	\$30,948		\$61,892	\$52,610	Included	Included	\$37,400	\$37,400
Public Officials Liability	\$4,536		Included	Included	Included	Included	\$3,726	\$3,726
Employment Practices Liability	\$11,858		Included	Included	Included	Included	\$11,070	\$11,070
Auto Liability	\$19,858		\$41,938	\$34,184	\$29,258	\$48,721	\$29,839	\$29,839
Auto Physical Damage	\$17,713		Included	Included	Included	Included	\$12,479	\$12,479
Umbrella	\$21,945		\$20,911	\$23,803	\$34,600	No Quote	\$25,616	\$25,616
Workers Compensation	\$117,060	\$132,871	KERIT \$132,871	\$132,871	\$132,871	No Quote	\$131,327	\$132,871
TRIA Included in quote except	Excluded		\$1,964	\$1,964	Included	\$938	Included	Included
Total	\$292,647	\$132,871	\$335,256	\$315,127	\$320,392	\$80,932	\$317,920	\$319,464
Cyber Liability	New Option		\$7,864	\$7,864	\$7,864		\$2,744	\$2,744
Crime	\$3,072		\$3,290	\$3,290	\$3,290	\$3,290	\$3,290	\$3,290
Special Crime	Included		Included	Included	Included	Included	Included	Included
Fiduciary	\$2,719		\$2,891	\$2,891	\$2,891	\$2,891	\$2,891	\$2,891
Treasurer Bond	\$180		\$180	\$180	\$180	\$180	\$180	\$180
Total	\$298,618		\$338,726	\$329,352	\$334,617	\$87,293	\$327,025	\$328,569
Workers Comp \$10,000 Ded							\$114,373	
Travelers \$10K Deductible Total							\$307,180	

**City of Prairie Village
Insurance Committee
Minutes**

January 7, 2014

4:00PM, Multipurpose Room

Committee members present: Steve Noll (Chair), Charles Clark (Vice-Chair), Tom Cannon, Brett Lane, Frank Young and Quinn Bennion. Also present: Bob Frankovic of Cretcher Heartland, insurance consultant and broker, Steve Sopinski of Cretcher Heartland. City staff members attending: Lisa Santa Maria.

Steve Noll chaired the meeting and called the meeting to order at 4:00pm. Chairman Noll referred to the meeting agenda:

Agenda

1. Discussion of 2014 – 2015 Insurance Renewals

2014 – 2015 Insurance Renewals

Bob Frankovic distributed a binder to the committee members that served as a guide for discussion. Bob and Steve Sopinski went over the chart on the second to the last page of the binder titled Cumulative Quarterly Rate Increases by Account Size. Based on this information they are predicting low single digit rate increases and don't feel that market trends will be much of an issue.

Our current provider (Trident) is leaving the Kansas and Oklahoma market due to adverse losses from wind and hail claims. But, there are new providers such as Brit (Lloyds of London) that are coming into the market and are interested in the public sector.

The Standard Market will include:

- Brit
- Giaelfter
- Hartford
- HCC
- One Beacon
- Travelers (offers a flat deductible)

The Specialty Market (Pools) will include:

- KERIT Workers Compensation
- MPR

Claims Review

Steve Sopinski reviewed the claims information. The city's Experience Modifier rating continues to increase. Experience Mod compares our worker's compensation claims experience to other employers of similar size operating in the same type of business.

<u>Year</u>	<u>Exp Modifier Rate</u>
2013	.85
2012	.80
2011	.77
2010	.74
2009	.78

The majority of Worker's Comp claims are from Public Works. The workforce is aging and the severity of the claims and therefore medical expenses is increasing.

The City's overall Loss Ratio is 63%. The **loss ratio** is the ratio of total losses incurred (paid and reserved) in claims plus adjustment expenses divided by the total premiums earned.

For Prairie Village (2006 – 2013):

Total Paid Losses / Total Premiums = Loss Ratio

$\$1,453,889 / \$2,291,528 = 0.63$

New Coverage

Bob presented Cyber Coverage and suggested the City consider signing up for this. This coverage primarily covers hacking exposure and unintended release of personal information.

Timeline

The Committee agreed to meet again on Monday, March 31st to go over coverage options. Since our renewal is May 1st, we will need to present the insurance committee's recommendation to Council either the first or second meeting of April.

Items for Follow-up

The following items need to be followed up on:

1. Look into a Return to Work program
2. Look into training and procedures at Public Works to help lower the incident rate.
3. Bob and Steve will research travel coverage if the Mayor decides to make a trip to our Sister City in the Ukraine.

4. Lisa will begin reviewing and updating the information in the Renewal Workbook tab of the binder. Accurate information is necessary to make sure the City gets the correct coverage at the optimal cost.
5. Lisa will work with Steve to fill out the paperwork needed for the renewal process

Meeting adjourned 6:00PM

Minutes submitted by
Quinn Bennion, City Administrator
Lisa Santa Maria, Finance Director

**City of Prairie Village
Insurance Committee
Minutes**

March 31, 2014

4:00PM, Multipurpose Room

Committee members present: Steve Noll (Chair), Charles Clark (Vice-Chair), Tom Cannon, Frank Young and Quinn Bennion. Also present: Bob Frankovic of Cretcher Heartland, insurance consultant and broker, Steve Sopinski of Cretcher Heartland. City staff members attending: Lisa Santa Maria and Kate Gunja. Absent: Brett Lane

Steve Noll chaired the meeting and called the meeting to order at 4:00pm. Chairman Noll referred to the Stephen Sopinski to go over the binders he had handed out.

Agenda

1. Discussion of 2014 – 2015 Insurance Renewal Presentation

2014 – 2015 Insurance Renewal Presentation

Stephen Sopinski distributed a binder to the committee members that served as a guide for discussion. Bob started the discussion with an overview of where that City has been. In 2012 the City was insured with Travelers and last year the City was insured with Trident. Trident will not be an option for this year's renewal because they are leaving the Kansas and Oklahoma market. This year for the first time we are also looking at Pools (MPR and KERIT). We have also not received a proposal back from OneBeacon yet. Our experience Mod continues to go up and is now at 0.86.

Steve indicated that the City can expect an 8% increase in insurance premiums. The increase is due to experience mod, claims history and a 5% increase in City building property values.

The city's Experience Modifier rating continues to increase. Experience Mod compares our worker's compensation claims experience to other employers of similar size operating in the same type of business.

<u>Year</u>	<u>Exp Modifier Rate</u>
2013	.85
2012	.80
2011	.77
2010	.74
2009	.78

Experience Mod Analysis

Bob and Steve included this year an Experience Mod Analysis. They typically charge for this type of analysis and stated that if we want this in the future it would run approximately \$2,000. The analysis points out that we could have saved approximately \$30,000 if we had had zero losses during the experience rating period. It also shows our current loss level and how the Mod changes with our aggregate losses.

Carrier Financial Analysis

Bob and Steve also included an analysis of carriers. Midwest Public Risk (MPR) had negative one percent Profitability Ratio. This could indicate problems with long term financial stability and liquidity. KERIT and Travelers both looked stable.

Premium and Coverage Comparison

The responses included:

- Trident
- KERIT (Worker's Compensation only)
- Brit/KERIT
- MPR/KERIT
- Travelers (offers a flat deductible for Worker's Compensation)
- Travelers / KERIT

- One Beacon – proposal not available at the time of this meeting

Based on total premium cost, deductibles and the carrier financial analysis, the preferred carriers were:

- Travelers
- Travelers / KERIT(Workers Compensation)

Bob pointed out that there is a risk / reward decision that needs to be addressed. The Pools have additional risk and there may be limitations to their ability to pay claims with catastrophic events. On the other hand, the Pools offer lower deductibles, premiums and potential dividend payouts.

Tom Cannon prefers Travelers over KERIT for Worker's Compensation coverage. Both Bob and Tom were not in favor of MPR for any coverage.

New Coverage

The Committee discussed Cyber Coverage again and asked if there were other options. This coverage primarily covers hacking exposure, and the costs of corrective measures for identity compromises.

Timeline

The Committee agreed to meet again on Wednesday, April 9th to go over the coverage options and any additional information that Bob and Steve have. Since our renewal is May 1st, we will need to present the insurance committee's recommendation to Council on April 21st. We will need all the information ready for the Council packet by the April 17th.

Items for Follow-up

The following items need to be followed up on:

1. Obtain OneBeacon proposal
2. Look into other Cyber Liability options
3. Decide on KERIT vs. traditional insurance for Worker's Compensation coverage
4. Look at Travelers with 10K deductible option for Worker's Compensation
5. Lisa will work with Steve to fill out any additional paperwork needed for Cyber Liability insurance

Meeting adjourned 5:20PM

Minutes submitted by
Quinn Bennion, City Administrator
Lisa Santa Maria, Finance Director

**City of Prairie Village
Insurance Committee
Minutes**

April 9, 2014

4:00PM, Multipurpose Room

Committee members present: Steve Noll (Chair), Tom Cannon and Quinn Bennion. Also present: Bob Frankovic of Cretcher Heartland (on speaker phone), insurance consultant and broker, Steve Sopinski of Cretcher Heartland and Shari Gilliam, Account Manager. City staff members attending: Lisa Santa Maria and Kate Gunja. Absent: Brett Lane and Frank Young

Steve Noll chaired the meeting and called the meeting to order at 4:00pm. Chairman Noll referred to Stephen Sopinski and Bob Frankovic to go over the updated sheets on premium comparisons he handed out.

Agenda

1. Discussion of 2014 – 2015 Insurance Renewal Premium Comparison

2014 – 2015 Insurance Renewal Premium Comparison

Stephen Sopinski distributed an updated premium comparison sheet. Bob Frankovic went over the different scenarios and ended by recommending Travelers for all of the City insurance needs including Worker's Compensation.

Bob also discussed the deductible comparison sheet and he pointed out that the amount quoted by Travelers for Worker's Compensation is on a first dollar basis. The City had a \$10,000 deductible with Trident. If the City chooses to continue with the \$10,000 deductible with Travelers then the premium would drop from \$327,025 to \$300,966. It should be noted that the City has paid approximately \$15,000 in Worker's Compensation deductibles each year for the last three years.

Tom Cannon pointed out that Brit has a *2% Wind/Hail per location deductible* and that Travelers has a *\$50,000 Wind/Hail deductible per occurrence*. In his professional opinion the Travelers deductible is a much better option for the City.

Premium and Coverage Comparison (see attached sheet)

- KERIT (Worker's Compensation only)
- Brit/KERIT
- MPR/KERIT
- OneBeacon (does not include Worker's Compensation)_
- Travelers (offers a flat deductible for Worker's Compensation)
- Travelers / KERIT

Cyber Liability

Included in the premiums this year is a new option for Cyber Liability. Cyber Liability addresses the first- and third-party risks associated with e-business, the Internet, networks and informational assets. Cyber Liability Insurance coverage offers protection for exposures arising out of Internet communications. The risk category includes privacy issues, the infringement of intellectual property, virus transmission, or any other serious trouble that may be passed from first to third parties via the Web. Traditional insurance does not address Internet exposures and the risks involved in Internet business.

Tom Cannon made a motion that the City include Cyber Liability coverage. Steve Noll seconded his motion.

Tom also recommended that the City take a closer look at all City agreements with outside vendors. The City may consider an Exposure Audit in the future.

Pools versus Traditional Coverage

The City looked at “pools” this renewal cycle along with traditional insurance coverage. Pools typically offer lower premiums and deductibles, but are also have additional risk. Pools are not run by insurance professionals and may have limited capacity to payout claims. Pools are usually used by entities that cannot get traditional insurance (because of size, etc). The City of Prairie e Village does not have this issue and can get traditional insurance. With that said, pools usually offer the same and/or additional coverage at lower rates and deductibles. They also may offer annual dividend payouts.

The City looked at MPR for Property and Casualty coverage and KERIT for Worker’s Compensation coverage.

Worker’s Compensation

Worker’s Compensation is offered by KERIT, a local pool, and Travelers. Quinn referred to an analysis done of the City’s prior years Worker’s Compensation data and it showed that the City would have saved money if they had been with KERIT. This is because KERIT has potential dividend payouts and lower premiums.

Tom stated that since the Worker’s Compensation premiums are essentially the same (KERIT = \$132,871 and Travelers = \$131,327) that he was more comfortable with a traditional carrier versus a pool. He also said that the City would have access to more experienced insurance professionals for training and questions with Travelers than we would with KERIT. KERIT also offers training, but it is not necessarily done by insurance professionals.

Tom Cannon made a motion that the City accept the Traveler’s Workers Compensation coverage. Steve Noll seconded his motion.

Timeline

Present the insurance committee's recommendation to Council on April 21st. Bob Frankovic will be at the Council meeting.

Items for Follow-up

The following items need to be followed up on:

1. Work with Cretcher Heartland on loss control
2. Cretcher to provide a Travelers Premium summary
3. Create a chart that compares our premiums using our new exposure at the old rates.
4. Look into Administration Coverage (lawsuits) over the next 3 to 6 months.

Meeting adjourned 5:30PM

Minutes submitted by
Quinn Bennion, City Administrator
Lisa Santa Maria, Finance Director

City of Praire Village, KS
Premium Comparison
May 1, 2014

	Trident	KERIT	Brit/KERIT	Brit/KERIT Revised	MPR/KERIT	OneBeacon	Travelers	Travelers KERIT
	2013	2014	2014	2014	2014	2014	2014	2014
Property	\$35,014		\$75,680	\$69,695	\$34,146	No Quote	\$38,503	\$38,503
Inland Marine	\$4,000		Included	Included	Included	No Quote	\$3,446	\$3,446
General Liability	\$29,715		Included	Included	\$89,517	\$31,273	\$24,133	\$24,133
Employee Benefits Liability	Included		Included	Included	Included	Included	\$381	\$381
Law Enforcement Liability	\$30,948		\$61,892	\$52,610	Included	Included	\$37,400	\$37,400
Public Officials Liability	\$4,536		Included	Included	Included	Included	\$3,726	\$3,726
Employment Practices Liability	\$11,858		Included	Included	Included	Included	\$11,070	\$11,070
Auto Liability	\$19,858		\$41,938	\$34,184	\$29,258	\$48,721	\$29,839	\$29,839
Auto Physical Damage	\$17,713		Included	Included	Included	Included	\$12,479	\$12,479
Umbrella	\$21,945		\$20,911	\$23,803	\$34,600	No Quote	\$25,616	\$25,616
Workers Compensation	\$117,060	\$132,871	KERIT \$132,871	\$132,871	\$132,871	No Quote	\$131,327	\$132,871
TRIA Included in quote except	Excluded		\$1,964	\$1,964	Included	\$938	Included	Included
Total	\$292,647	\$132,871	\$335,256	\$315,127	\$320,392	\$80,932	\$317,920	\$319,464
Cyber Liability	New Option		\$7,864	\$7,864	\$7,864		\$2,744	\$2,744
Crime	\$3,072		\$3,290	\$3,290	\$3,290	\$3,290	\$3,290	\$3,290
Special Crime	Included		Included	Included	Included	Included	Included	Included
Fiduciary	\$2,719		\$2,891	\$2,891	\$2,891	\$2,891	\$2,891	\$2,891
Treasurer Bond	\$180		\$180	\$180	\$180	\$180	\$180	\$180
Total	\$298,618		\$338,726	\$329,352	\$334,617	\$87,293	\$327,025	\$328,569
Workers Comp \$10,000 Ded							\$114,373	
Travelers \$10K Deductible Total							\$307,180	



City Council

Council Committee Meeting: April 21, 2014

Council Meeting: April 21, 2014

***COU2014-11: Consider addition of a seasonal 0.5 FTE in Code Enforcement**

RECOMMENDATION

Move to approve the addition of a seasonal 0.5 FTE in Code Enforcement in the 2014 budget.

BACKGROUND

During the 2014 budget process, Council approved an increase of \$65,000 in contract services in the Codes Department for the purpose of focusing on increased property maintenance. It was not determined whether an additional FTE would be needed or if inspections would be conducted by a third-party; therefore, an additional FTE was not added to the Personnel Schedule at that time.

At the Council work session in January, City Council gave Staff the clear directive of increasing focus on property maintenance throughout the City, and starting the process of selecting a new code enforcement software which had also been approved in the 2014 budget process. Through the months of February and March, Staff worked on selecting a new code enforcement software and initiatives to improve code enforcement efforts. One of those initiatives was to hire a seasonal, part-time Code Enforcement Officer to work proactively and to help respond to code violation complaints during the busy season—late Spring to early Fall.

The current Code Enforcement Officer went on Family Medical Leave for 7 weeks at the end of February. To respond to complaints while the Code Enforcement Officer was out, a temporary, part-time Code Enforcement Officer was hired to work 20 hours/week. After seeing the success of the part-time Officer, Staff is recommending the addition of a seasonal, part-time Code Enforcement Officer. In conjunction with the new software and a more proactive approach towards code violations, 1.5 FTEs in Code Enforcement during the busy season will meet Council's directive to increase focus on property maintenance.

FISCAL IMPACT

Staff is proposing the use of the \$65,000 budgeted in 2014 to pay the wages and necessary equipment and supplies for the additional 0.5 FTE. The 0.5 FTE will be limited to 1040 hours per year, and at the current hourly rate the wages for the position will be approximately \$18,720. At this time, Staff is proposing to share the Administration vehicle between the part-time Code Enforcement Officer and City Hall staff. The Administration vehicle is used occasionally by City Hall staff to attend meetings and conferences, but it should primarily be available for use by the Code Enforcement Officer. However, if this arrangement does not work, an additional vehicle will be purchased with the budgeted \$65,000 as well.

PREPARED BY

Danielle Dulin

Assistant to the City Administrator
Date: 4/21/2014

MAYOR'S ANNOUNCEMENTS

April 21, 2014

Committee meetings scheduled for the next two weeks:

Environment/Recycle Committee	04/23/2014	7:00 p.m.
Village Fest Committee	04/24/2014	7:00 p.m.
Planning Commission	05/06/2014	7:00 p.m.
Tree Board	05/07/2014	6:00 p.m.
Council Committee of the Whole	05/05/2014	6:00 p.m.
City Council	05/05/2014	7:30 p.m.

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The Prairie Village Arts Council is pleased to present a multimedia exhibit by Lucinda Baker as the April exhibit in the R. G. Endres Gallery.

Recreation sales have begun. Pool memberships purchased through April 30 will be discounted by \$10 per regular membership.

INFORMATIONAL ITEMS

April 21, 2014

1. Council Committee of the Whole Minutes - April 7, 2014
2. Parks and Recreation Committee Minutes - March 12, 2014
3. 2014 First Quarter Crime Report
4. Mark Your Calendars

COUNCIL COMMITTEE OF THE WHOLE
April 7, 2014

The Council Committee of the Whole met on Monday, April 7, 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: Mayor Ron Shaffer, Ashley Weaver, Steve Noll, Ruth Hopkins, Andrew Wang, Laura Wassmer, Brooke Morehead, Charles Clark, Courtney McFadden, Ted Odell and David Belz. Staff Members present: Wes Jordan, Chief of Police; Keith Bredehoeft, Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Kate Gunja, Assistant City Administrator; Lisa Santa Maria, Finance Director; Danielle Dulin, Assistant to the City Administrator; Jeanne Koontz, Deputy City Clerk/Public Information Officer and Joyce Hagen Mundy, City Clerk.

Public Works Director Keith Bredehoeft introduced to the Council the two new Public Works supervisors recently hired. Melissa Prenger, the city's new Project Manager, has 20 years of engineering experience and has worked in both the cities of Overland Park and Olathe. Bill Billings, the city's new Field Supervisor, has 24 years experience with MDOT and most recently was with the city of North Kansas City.

COU201114-06 Consider Design Agreement with Affinis Corporation for the Design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project

Keith Bredehoeft reported the City recently requested proposals from firms to provide engineering services for Prairie Village for the next three years. Thirteen firms submit proposals and a committee interviewed Larking Lamp Rynerson, Water Resources, and Affinis Corporation. Based on their original proposals and the interviews the selection committee chose Affinis Corporation to be the City's construction administration consultant for 2014, 2015, and 2016. Affinis Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Brooke Morehead, Ted Odell, Quinn Bennion, Danielle Dulin, and Keith Bredehoeft.

The proposed agreement is for the design of the 2014 Paving Program, the 2014 CARS Project, the 2014 CDBG Project and the 2014 Drainage Repair Project. The overall design, inspection, and construction budget in the CIP for these projects is \$2,194,964. Construction is anticipated to begin in Summer 2014.

CIP Funding is available for design in the corresponding capital project:

2014 Paving Program (PAVP2014) -	\$54,210.00
2014 CARS Project (SODR0004) -	\$51,340.00
2014 CDBG Project (RADR0001) -	\$40,815.00
2014 Drainage Repair Project (DRAIN14x) -	<u>\$23,195.00</u>

Total

\$169,560.00

Ruth Hopkins made the following motion, which was seconded by Steve Noll and passed unanimously:

MOVE THE CITY COUNCIL APPROVE THE DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2014 PAVING PROGRAM, THE 2014 CARS PROJECT, THE 2014 CDBG PROJECT AND THE 2014 DRAINAGE REPAIR PROJECT IN THE AMOUNT OF \$169,560 WITH FUNDING FROM THE APPROPRIATE CIP PROJECT ACCOUNTS

**COUNCIL ACTION TAKEN
04/07/2014**

COU2014-07 Consider Agreement with Larkin Aquatics for the Engineering Evaluation of the Prairie Village Aquatic Center

Public Works Director Keith Bredehoeft presented an agreement for a study to evaluate the condition of the Prairie Village Aquatic Center to identify repair and maintenance needs, predict remaining life of elements of the facility, and evaluate alternatives for repair and/or replacement of aged parts of the facility. The results of this study will help the City budget for future needs of the Aquatics Center. Larkin Aquatics has past knowledge of our center that will be beneficial to the study. Mr. Bredehoeft noted that as the cost of the study is less than \$10,000, proposals were not requested from multiple consultants. The study is expected to be once approved and be completed in six to eight weeks.

Funding is available in under CIP Project POOLPLNx, Aquatic Center Assessment Plan

Ruth Hopkins made the following motion, which was seconded by Steve Noll and passed unanimously:

MOVE THE CITY COUNCIL APPROVE AN AGREEMENT WITH LARKIN AQUATICS FOR THE ENGINEERING EVALUATION OF THE PRAIRIE VILLAGE AQUATICS CENTER AT A COST NOT TO EXCEED \$10,000.00

**COUNCIL ACTION TAKEN
4/7/2014**

COU2014-08 Update and Discussion about the National League of Cities Service Line Warranty Program

In March of 2011, the City Council authorized participation in the National League of Cities Service Line Warranty Program, designed to assist property owners with the repair/replacement of private sanitary sewer lines. This program allows property owners to purchase a warranty to cover repairs for broken sewer lines, which are not covered by homeowners insurance. The City of Prairie Village also participates in the NLC Prescription Discount Card program.

Before authorizing participation in the program in 2011, the Council considered the program benefits and drawbacks. Kate Gunja noted this program provides residents with a product that has been vetted by the National League of Cities at a reasonable cost of \$5.50 per month per service line or \$59.00 annually. There has not been a rate increase since the program began. Mrs. Gunja noted there are other companies that provide similar services which have not been endorsed by the city and this is confusing to residents. There is also some misunderstanding in the city's responsibilities related to this program. The city has none other than assistance in marketing the program and has no control over the cost of the program. The City continues to field numerous calls clarifying that the city does not have responsibility of the program. If another solicitation letter is sent this spring, this call volume will increase.

The following statistics have been provided by the Sewer Line Warranty program manager:

- There are currently 1,826 enrollments in the sewer line warranty in Prairie Village
- 285 sewer line warranty claims have been filed since inception.
- After each claim, the provider sends a customer satisfaction survey to the customer. To date, they indicate they have received 81 surveys. Of the surveys returned, 91% of residents' responses were good, very good, or excellent.
- The program has generated over \$40,000 in revenue to the city since 2011.
2012 \$11,493.11
2013 \$15,521.72
2014 \$14,006.96
Total: \$41,021.79

There is no cost to the City for this program. Residents are charged a monthly fee for this service which is collected by Utility Service Partners, Inc. The City receives revenue sharing (10%) from the program. Approximately 25% of the city's households are participating in this program.

The Company is asking the city to approve another mailing to Prairie Village residents this year. Mailings were done in 2011 and 2012; however, the city did not authorize a mailing in 2013.

Brooke Morehead asked where the revenue generated from this program goes. Quinn Bennion responded that at this time it simply goes into the general fund. There is no designated line item for the funds. Mrs. Morehead asked if it could be designated. Mr. Bennion replied it could.

Steve Noll asked for more detail on the kinds of claims filed. Mrs. Gunja responded she did not have specific details but could request that information from the company. Mr. Bennion noted that he knows of one instance where there were multiple claims made by one household.

Charles Clark noted that most of Prairie Village was developed at the same time and he would suspect that the claims are centralized in particular neighborhoods.

Laura Wassmer noted that the program appears to be benefitting residents and she likes the shared revenue the city receives from its participation.

Andrew Wang noted he only has the slightest concern with the City endorsing a program based on the endorsement of the NLC without knowing the basis for its endorsement. Ruth Hopkins stated that Jim Hunt, is currently heading up this program. Charles Clark stated that some of the initial concerns were with how the letter that went out was worded causing lots of confusion. Kate Gunja stated the letter has been revised with the city having four optional letters from which to chose. Dale Warman stated this is an insurance policy that will benefit some and some may never have a claim.

Ruth Hopkins moved the City Council authorize staff to continue the city's participation in the National League of Cities Service Line Warranty Program. The motion was seconded by Andrew Wang and passed unanimously.

Presentations on Communications, Notify JoCo and Transparent PV

Quinn Bennion stated that since the implementation of Village Vision substantial changes have been made to improve the city's communication with the public. He has asked Jeanne Koontz, the city's Public Information Office/Deputy City Clerk, to update the Council on the ways the city is communicating.

Jeanne Koontz stated she will cover three specific areas: 1) General Communication 2) Notify JoCo and 3) Transparency.

The Prairie Village City Website (pvkansas.com) was redesigned in 2011. In the past year, visits to the website increased 26.56% for a total of 182,249 visits. New features added to the website include the budget simulator, Transparent PV page, Records Request Form, Pay Ticket online and On-line document search. Mrs. Koontz provided statistics on website visits per quarter, the top ten visited pages, top ten visited news stories, top ten visited project pages. The city also uses social media to connect with residents through Facebook and Twitter. The Prairie Village Newsletter is published six times during the year and mailed to residents. It is also available on-line in an easy reader format.

Brooke Morehead asked the cost of printing and mailing the newsletter. Mrs. Koontz responded about \$50,000. Mrs. Morehead asked when the last format change was made. Mrs. Koontz replied in 2009-10. Mrs. Morehead asked if there were plans to make changes to the newsletter, such as a magazine format. Mrs. Koontz responded that question was asked in the budget simulator and could be discussed by the Communications Committee. David Belz stated that was discussed by the City Council with the decision made not to go that route.

Different project pages were reviewed and a demonstration was given on using the website's on-line search capability for accessing city records.

Notify JoCo was launched in February, 2013, providing notification services for both emergency and non-emergency information to residents in specifically identified areas. Currently the program is used by Johnson County, WaterOne and ten Johnson County cities. The cost for participation the first year was \$5,000 with a cost of \$4,500 for subsequent years. Jeanne Koontz explained the process for registering and the types of notifications that can be received and by what means. Prairie Village uses Notify JoCo for both its emergency and non-emergency notifications. It has been used to notify residents of events and/or street work occurring in their area. It has also been used internally to notify pool employees when the pool is being closed or opening late due to weather conditions. The Municipal Court has used it to send reminders of court dates.

Ted Odell asked how one would opt-out of notifications. Mrs. Koontz reviewed the process.

The City is proud of the addition of "Transparent PV" that allows residents and others instant access to a huge volume of city records and information. The page contains meeting notices, elected officials information, staff information, access to public records through an on-line search, PV checkbook which provides access to financial records and participation in the city budget process through the Budget Simulator.

Laura Wassmer noted that 15 years ago she chaired the Communications Committee that was discussing starting a website. The City has come a long way and thanked Jeanne for her work. Courtney McFadden and Dale Warman commended the city's efforts to make information available and to be transparent in its actions. This is not a feature that can be found routinely on city websites. Quinn Bennion commended Jeanne for her efforts to continue to grow and improve the city's communication with others.

Presentation on Budget Simulator

Finance Director Lisa Santa Maria presented the results of the city's on-line budget simulator to date. This is a tool to allow residents to provide input to the City on how they feel on budget/program considerations and priorities before the City Council. To date there have been 65 respondents. Questions listed on the simulator covered all departments and were drawn from recent discussions with the Governing Body. Many of the leading responses indicated a desire to not change current operations or funding. Mrs. Santa Maria reviewed each of the questions asked and the results from the responses.

STAFF REPORTS

Public Safety

- Chief Jordan reported the Police Department will be participating in the KDOT Texting Campaign - April 18th through 27th. Many of the accidents occurring

within the city involve texting. Expenditures for this campaign will be reimbursed by the State

- Sgt. Roberson has developed an "All Hazards Safety Plan" that will be presented to all city employees addressing workplace violence and other hazards.
- The City received two proposals from vendors for the city's door lock security. These firms will be interviewed this week.
- Chief Jordan has been invited to visit with students at Wyandotte High School later this week.
- Arrangements have been finalized for the city to provide DARE services to Tomahawk Elementary School in Overland Park this fall.
- Chief Jordan will be attending a program at Mission feature art created by victims of violence that have been created during their healing process.

Public Works

- Keith Bredehoeft reported now that the grass is turning green, the department's focus will be turning to mowing and grass treatment.
- Staff have filled several pot holes in recent weeks and in the process of preparing the pool complex for opening the end of May.
- Mr. Bredehoeft reported there has been some vandalism to the portable toilets in Porter Park. New sod was laid for the soccer fields in Porter Park and team practices delayed to allow it to take root.
- The department will begin BMP (Best Management Practices) for residents installing rain barrels and other stormwater reduction measures.
- Work at Taliaferro Park has been delayed by weather conditions. Staff hope to be able to begin the work as soon as possible and have it completed by the end of Spring.

Administration

- Kate Gunja reported on the Free Compost program held last Saturday by the Environment/Recycle Committee. Courtney McFadden noted it was a huge success with the city running out of compost after about an hour.
- Last Saturday was the first half of the Large Item Pick-up. LIP will continue this Saturday for households south of 75th Street.
- The Environment/Recycle Committee is co-sponsoring an "Earth Fair" at Shawnee Mission East this Saturday. There will be several different vendors and booths.
- A ribbon cutting has been scheduled for the art sculpture at Corinth Shopping Center for April 24th at 5:30 p.m.
- The Planning Commission discussed possible revisions to the RV ordinance and have agreed that the regulations should be taken out of the zoning regulations and placed in the Municipal Code. As such, the City Council would be responsible for the drafting and approval of the regulations. Kate Gunja stated staff would like to have a small committee of Council members work with them on drafting the revisions.

- Kate Gunja stated that she and Ron Williamson have been contacted by the Prairie Village Homes Association regarding putting in place an overlay district similar to that created for Countryside East.
- Danielle Dulin stated the 2014 Legislative session ended Friday and provided a brief update on legislation, specifically the "Open Carry" legislation that pre-empts the ability of cities to regulate firearms after July 1, 2014. No action was taken on moving local elections to the fall, but it anticipated that this legislation will be presented again in 2015.
- Danielle reported on recent code enforcement progress with the hiring of a part-time code enforcement officer allowing the department to be more proactive in dealing with issues. Staff will have training on the new code enforcement software in the next few weeks.
- Recreational memberships and team registrations went on sale effective May 1st.
- The May "Village Voice" will feature code enforcement efforts and staff.
- Jeanne Koontz announced that Council pictures will be taken beginning at 5:15 prior to the May 5th City Council meeting. Both individual and a group photo will be taken.
- Lisa Santa Maria distributed the 2013 4th Quarter Financial Report. She noted that revenue was at 101.4% with expenditures at 91.2%. She is particularly pleased with the increase in interest on investments under the new investment program with the assistance of Columbia Capital.
- The City received the GFOA Distinguished Budget Presentation Award for its 2014 budget.
- During the last legislative session the investment bill allowing more options to cities for the investment of funds passed through the house with little resistance and is now in the senate for consideration.
- Quinn Bennion announced the election of Council President will take place at the next City Council meeting with the individual beginning their term at the first meeting in May. Prior to that time Andrew Wang will serve as Acting Council President as the last Council President remaining on the Council.
- Council Committee assignments will be made by the Mayor on May 5th. Committee request forms have been distributed and should be returned to Joyce.
- New Council training and orientation will be scheduled as soon as possible.

ADJOURNMENT

With no more business to come before the Council Committee of the Whole, Council President Dale Warman adjourned the meeting at 7:25 p.m.

Dale Warman
Council President

PARK AND RECREATION COMMITTEE

March 12, 2014

City Hall

Park and Recreation Committee met at 7:00 PM. In attendance: Laura Wassmer, Chair, Ashley Weaver, Vice-Chair, Diane Pallanich, Kevin Letourneau, Clarence Munsch, Eric Mikkelson, Tim O'Toole, Dan Searles, Peggy Couch, Diane Mares. Staff: Danielle Dulin, Keith Bredehoeft. Guests: Jen Denslow, Mayor Ron Shaffer

Ms. Wassmer called the meeting to order at 7 PM.

Public Participation

Consent Agenda

1. Minutes from February 12, 2014

Mr. Munsch moved and Ms. Weaver seconded to approve the minutes. Motion passed unanimously.

Reports

1. Public Works Report

Mr. Bredehoeft reported that the neighborhood meeting for the 2014 park improvements was attended by approximately 10 residents. He indicated that there was one resident that had voiced concerns about using Santa Fe Trail Park as a disc golf course versus how it is being used today. There were concerns about parking for the disc golf course and the tennis courts, but by switching holes one and nine, disc golfers will primarily use the parking lot by City Hall. Mr. Bredehoeft stated that he had met with Reverend Taylor about hole six that goes across the church's property, and there were no concerns. Mr. Bredehoeft reported that a meeting with the tennis court users had been scheduled, and he is still trying to work with the contractor to get a better idea of the timeframe. It is likely that the project will begin in mid-July, and be finished in the fall. The consensus of the group is that the best solution is to have all of the courts done at one time so that the work only affects one tennis season.

2. Recreation Report

3. Chairperson's Report

Ms. Wassmer reminded the committee that City Council elections are on April 1. Ms. Wassmer thanked Mr. O'Toole for his service on the Parks and Recreation Committee and wished him the best after graduation.

New Business

1. Discussion of Special Use Permit for Yoga Rocks the Park

Ms. Denslow with Yoga Rocks the Park requested a Special Use Permit for Franklin Park to conduct a yoga class to live music on every Sunday in May and June from 10 -11:15 AM. Ms. Denslow explained how the event would work and stated that it was a community wellness and community building event for family members of all ages. She indicated that she was expecting to have approximately 100-125 people each Sunday that were from all areas of the metro. Several committee members had concerns about the length of the reoccurrence of the event, the live music, parking, and access to other park users. Mr. Mikkelson stated that these were valid concerns, but he felt like they were manageable. Ms. Denslow stated that it is her goal to be a good neighbor and she would be willing to do whatever it takes to make this event work. Ms. Wassmer stated that she thought the

event was a cool idea, but was still hesitant about the full two months and she wished that there was a way to have the event once and see how the neighborhood responded.

It was determined that Ms. Denslow, if needed, would schedule a rain out date in Franklin Park so that the Parks and Recreation Committee could received feedback about the event without having to commit to the entire season.

2. Discussion of recreation scholarship eligibility

Ms. Dulin explained that she was concerned about the number of families that had to be turned away for recreation scholarships because they did not meet the federal poverty income level, but were still well below the living wage for Johnson County, Kansas. Ms. Wassmer asked Ms. Dulin provide the dollar amounts raised for recreation scholarships each year by the Municipal Foundation to the next meeting for the Parks and Recreation Committee to continue this discussion.

3. Discuss adding power to Bennett Park

Ms. Pallanich asked about the cost of putting power in Bennett Park. Mr. Bredehoeft stated that he would look into the matter and report back to the committee.

Old Business

Information Items

- Next Meeting—April 9, 2014 at 7:00 PM

Meeting adjourned at 8:15 PM.

PRAIRIE VILLAGE - MISSION HILLS

FIRST QUARTER CRIME REPORT - 2014

CRIME	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	1	0	3	0	0	0.80	-0.80
Robbery	1	1	2	1	1	1.20	-0.20
Assault	32	19	19	25	15	22.00	3.00
Burglary	10	26	13	22	5	15.20	6.80
Residence	10	25	13	20	4	14.40	5.60
Business/ Miscellaneous	0	1	0	2	1	0.80	1.20
Theft	67	38	56	58	39	51.60	6.40
Auto Theft	5	5	2	8	4	4.80	3.20
Arson	0	0	1	0	0	0.20	-0.20
Forgery	1	0	3	3	2	1.80	1.20
Fraud	3	3	9	8	5	5.60	2.40
Criminal Damage	38	58	36	34	11	35.40	-1.40
Sexual Offenses	7	1	4	0	2	2.80	-2.80
TOTAL	165	151	148	159	84	141	-57.40

ACCIDENTS	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Fatal	0	0	0	1	0	0.20	-0.20
On-Street - injury	11	7	3	7	9	7.40	1.60
On-Street +\$1,000 - no injury	71	80	65	48	44	61.60	-17.60
On-Street -\$1,000 - no injury	14	14	21	11	14	14.80	-0.80
Private Property - injury	1	0	0	1	0	0.40	-0.40
Private Property - no injury	14	28	15	13	12	16.40	-4.40
Walk-In - no injury	14	17	11	8	8	11.60	-3.60
TOTAL	125	146	115	89	87	112	-25.40

MENTAL HEALTH	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Suicide		0	1	1	0	0.67	-0.67
Attempted Suicide		2	5	3	1	3.00	-2.00
Involuntary Committal		9	4	2	3	3.00	0.00
Voluntary Committal		8	3	3	4	3.33	0.67
All Other Mental Health		16	13	31	22	22.00	0.00
TOTAL		35	26	40	30	32.00	-2.00

TOTALCALLS	2,071	1,823	1,862	1,819	1,732	1,861	-129.40
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PRAIRIE VILLAGE

FIRST QUARTER CRIME REPORT - 2014

CRIME	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	3	0	0	0.60	-0.60
Robbery	1	1	2	1	1	1.20	-0.20
Assault	30	19	17	24	15	21.00	3.00
Burglary	10	26	12	19	4	14.20	4.80
Residence	10	25	12	17	3	13.40	3.60
Business/ Miscellaneous	0	1	0	2	1	0.80	1.20
Theft	61	32	49	52	37	46.20	5.80
Auto Theft	5	5	1	6	3	4.00	2.00
Arson	0	0	1	0	0	0.20	-0.20
Forgery	1	0	3	3	2	1.80	1.20
Fraud	3	3	7	8	5	5.20	2.80
Criminal Damage	33	44	33	32	11	30.60	1.40
Sexual Offenses	7	1	3	0	2	2.60	-2.60
TOTAL	151	131	131	145	80	127.60	-47.60

ACCIDENTS	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Fatal	0	0	0	1	0	0.20	-0.20
On-Street - injury	10	7	3	7	9	7.20	1.80
On-Street - \$1,000 - no injury	68	76	60	41	43	57.60	-14.60
On-Street - \$1,000 - no injury	9	13	18	10	13	12.60	0.40
Private Property - injury	1	0	0	0	0	0.20	-0.20
Private Property - no injury	13	28	14	13	11	15.80	-4.80
Walk-In - no injury	12	17	11	8	5	10.60	-5.60
TOTAL	113	141	106	80	81	104.20	-23.20

MENTAL HEALTH	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Suicide		0	1	1	0	0.67	-0.67
Attempted Suicide		2	5	3	1	3.00	-2.00
Involuntary Committal		7	4	1	3	2.67	0.33
Voluntary Committal		8	3	3	4	3.33	0.67
All Other Mental Health		16	12	30	21	21.00	0.00
TOTAL		33	25	38	29	30.67	-1.67

TOTALCALLS	1,713	1,523	1,540	1,455	1,422	1,530.60	-108.60
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MISSION HILLS

FIRST QUARTER CRIME REPORT - 2014

CRIME	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	1	0	0	0	0	0.20	-0.20
Robbery	0	0	0	0	0	0.00	0.00
Assault	2	0	2	1	0	1.00	0.00
Burglary	0	0	1	3	1	1.00	2.00
Residence	0	0	1	3	1	1.00	2.00
Business	0	0	0	0	0	0.00	0.00
Theft	6	6	7	6	2	5.40	0.60
Auto Theft	0	0	1	2	1	0.80	1.20
Arson	0	0	0	0	0	0.00	0.00
Forgery	0	0	0	0	0	0.00	0.00
Fraud	0	0	2	0	0	0.40	-0.40
Criminal Damage	5	14	3	2	0	4.80	-2.80
Sexual Offenses	0	0	1	0	0	0.20	-0.20
TOTAL	14	20	17	14	4	13.80	-9.80

ACCIDENTS	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
On-Street - injury	1	0	0	0	0	0.20	-0.20
On-Street +\$1,000 - no injury	3	4	5	7	1	4.00	-3.00
On-Street -\$1,000 - no injury	5	1	3	1	1	2.20	-1.20
Private Property - injury	0	0	0	1	0	0.20	-0.20
Private Property - no injury	1	0	1	0	1	0.60	0.40
Walk-In - no injury	2	0	0	0	3	1.00	2.00
TOTAL	12	5	9	9	6	8.20	-2.20

MENTAL HEALTH	2010	2011	2012	2013	2014	AVERAGE	2014 +/- AVG
Suicide		0	0	0	0	0.00	0.00
Attempted Suicide		0	0	0	0	0.00	0.00
Involuntary Committal		2	0	1	0	0.33	-0.33
Voluntary Committal		0	0	0	0	0.00	0.00
All Other Mental Health		0	1	1	1	1.00	0.00
TOTAL		2	1	2	1	1.33	-0.33

TOTALCALLS	358	300	322	364	310	330.80	-20.80
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**Council Members
Mark Your Calendars
April 21, 2014**

April 2014	Lucinda Baker exhibit in the R. G. Endres Gallery
April 21	City Council Meeting
May 2014	Wayne Wilkes oil and acrylic exhibit in the R. G. Endres Gallery
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	Helen Benson mixed media exhibit in the R. G. Endres Gallery
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	Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
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	Randy Kronblad pastel exhibit in the R. G. Endres Gallery
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	Gloria Hawkins and Christina Ellis mixed media exhibit in the R. G. Endres Gallery
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	State of the Arts exhibit in the R. G. Endres Gallery
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	Jhulan Mukharji and Ada Koch mixed media exhibit in the R. G. Endres Gallery
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 Kathleen Manning photography exhibit in the R. G. Endres Gallery
December 1 City Council Meeting
December 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 13 Volunteer Appreciation Holiday Party - Meadowbrook Country Club
December 15 City Council Meeting
December 25 City offices closed in observance of Christmas