

CITY OF PRAIRIE VILLAGE

June 2, 2014

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.



COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
June 02, 2014
6:00 PM

AGENDA

ASHLEY WEAVER, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- COU2014-15 Consider agreement for information technology services with the Johnson County Department of Technology and Innovation
Nic Sanders
- COU2014-18 Consider request for 2015 funding from JazzFest Committee
- COU2014-19 Consider 2015 Budget

Presentation of 2015 Public Safety Operating Budget
Presentation of 2015 Public Works Operating Budget
Presentation of 2015 Administration Operating Budget
Discussion on Funding of Outside Agencies

***Council Action Requested the same night**



COUNCIL COMMITTEE

Council Committee Meeting Date: May 19, 2014

City Council Meeting Date: June 2, 2014

COU2014-15: Consider agreement for information technology services with the Johnson County Department of Technology and Innovation.

SUGGESTED MOTION

Move that the Committee approve the agreement with the Johnson County Department of Technology and Innovation for information technology services.

BACKGROUND

A representative from the Johnson County Department of Technology and Innovation department will be in attendance at Monday night's meeting to provide County prospective and answer questions.

During the May 5, 2014 Council Committee of the Whole meeting, staff discussed the idea of moving information technology services to the Johnson County Department of Technology and Innovation (JoCo IT). The current information technology consultant, Alexander Open Systems (AOS), has been with the City for more than ten (10) years and provides twelve (12) hours of on-site services per week.

Moving to JoCo IT shifts towards a 'shared services' model and allows for increased shared services with the County and other agencies increasing efficiency and service and saving operating cost. Staff estimates that there will be a small cost savings beginning in year two:

	AOS status quo	JoCo IT option
2015 Estimated	75,000	71,420
2014 Estimated	72,000	74,362* + 36,000 (AOS)
2013 Actual	80,550	-
2012 Actual	68,940	-
2011 Actual	69,335	-

** Includes one-time implementation cost of \$40,026. Remainder of the year is prorated.*

JoCo IT would provide 24x7 support, better buying power for software and hardware, as well as potential future benefits of backup and disaster recovery, phone and internet services, and SPAM and internet content filtering.

Other northeast agencies utilizing JoCo IT:

- Consolidated Fire District 2
- Roeland Park
- Mission
- Mission Hills
- Fairway

FUNDING SOURCE

Information technology services are funded with the General Fund. The 2014 budget included \$85,000 for this expense; the proposed budget for 2015 will include \$75,000. The one-time implementation fees of \$40,026 will be expensed from the Information Technology/Equipment Reserve Fund.

ATTACHMENTS

- Interlocal Agreement with Johnson County for Information Technology Services.

Prepared By:

Nicholas Sanders, PHR, IPMA-CP
Human Resources Manager

Date: May 14, 2014

DRAFT

INFORMATION TECHNOLOGY SERVICES AGREEMENT

THIS INFORMATION TECHNOLOGY SERVICES AGREEMENT, made and entered into this ___ day of _____, 2014, by and between the City of Prairie Village, Kansas (“City”) and Johnson County, Kansas, by and through the Department of Technology and Innovation, a department within Johnson County, Kansas government (“County”).

WITNESSETH:

WHEREAS, the City is a municipality located within Johnson County, Kansas, organized and existing under the laws of the State of Kansas; and

WHEREAS, the County is a municipal government organized and existing under the laws of the State of Kansas; and

WHEREAS, the City desires to engage the services of the County for the purpose of providing information technology services; and

WHEREAS, the City and the County are authorized by K.S.A. 12-2908 to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, the City and the County hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

1. In order to promote efficiency and coordination among local governments, this Agreement sets forth the terms and conditions upon which the County will provide certain information technology services to the City.
2. The County agrees to perform and the City agrees to pay the County for each and all services described in the “Services & Costs” table at the rates set forth in the table, below. These rates are valid for the first year of this Agreement.

SERVICES & COSTS:

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Service	Description	One Time Cost	Ongoing Cost
Systems	Server Backup and Restore	\$1656.24	\$4,880.39
	Active Directory Support, OS support, server patching and updates, print management, other miscellaneous domain administrator functions.	\$8557.24	\$12,200.97
	Microsoft Exchange Support	\$2208.32	\$4,692.68
Consulting	Provide project management services to coordinate and direct activities associated with the initial transition to the Johnson County support model. (10 hrs @ \$69.01 per hr). Provide project management services on an as needed basis to support future major IT initiatives. \$69.01 per hr Provide support for major changes in the technology environment - \$69.01 per hr	\$690.10	
Business Application Support	Application Support: Deploy current client/server applications to new server(s). Support current applications	\$1380.20	\$2,325.00
Data Administration	Provide periodic monitoring of the database management systems, optimizing or repairing where possible, and tackling problems as they occur. Manage backups of the databases.	\$2760.40	\$2,684.21
Network	Monitoring: 24/7/365 monitoring of all network systems including servers, switches and core appliances that are SNMP-enabled and accessible via Internet from Johnson County Support Center. Support and Administration: Review of event logs and manufacturer-recommended firmware updates and available upgrades for CISCO switches, routers and firewalls. Identification evaluation and application of available and relevant firmware (OS) upgrades.	\$13111.90	\$12,200.97
Security	Vulnerability Monitoring: external scanning of client's network for potential security weaknesses, based on public-facing devices on the Client Network and if applicable, identification and recommendations of ways to better protect the client's network. Firewall and VPN Management: Monitoring and maintenance of client's one CISCO ASA firewall. We assume that the ASA firewall is also used for VPN. Maintain and support the current VPN system. Make recommendations to upgrade or replace current systems and bring them to Johnson County standards. Anti-Virus and Threat Management: Maintain and support the client's anti-virus. Monitoring automated updates to ensure AV signatures are current and active across all devices. Assistance as needed should an infection occur. Network Security Monitoring and Intrusion-Prevention Services: Monitor the Client's network for any security issues and make recommendations	\$4140.60	\$10,167.47
Support Center – Help Desk	The Support Center team provides Tier 1 and Tier 2 desktop support 24 x 7. Support is provided by a team of highly skilled, certified, technicians who have an average of 8 years' experience each.	\$5520.80	\$19,521.55
Total Cost		\$40,025.80	\$68,673.24

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3. The County shall bill the City on a quarterly basis prior to performance of the services to be provided pursuant to this Agreement and the City shall pay the County within thirty (30) days of receipt of the County's bill. As such, upon execution of this Agreement by the parties, the County shall bill the City in the amount of \$57,194.11 for the cost of first quarter services, which includes the one-time costs and twenty-five percent (25%) of the ongoing costs.

4. This Agreement shall become effective upon its execution by both parties. The term of this Agreement is one year and it may be renewed upon written agreement of the parties. The County reserves the right to review and adjust the pricing of its services at the time of each renewal. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party. In the event of termination by the City, the County shall be compensated for services performed through the effective date of termination. In the event of termination by either party, the City shall be responsible for and agrees to pay any costs, fees, or penalties charged by or incurred under any third party agreements for services, software, or equipment related to the City's technology services.

5. The City shall allow the County to have on-site access to the City's physical infrastructure as reasonably needed by the County to perform services under this Agreement. The City shall provide to the County administrative level access to software, hardware, and technology components required by the County to perform services under this Agreement, including all administrative level passwords, keys, and access codes.

6. In addition to the services set forth in the table above, the City may request additional services or projects to be performed by the County. In that event, the parties shall meet and negotiate in good faith to discuss and draft a Statement of Work ("SOW"), which shall set forth the specific services to be provided by the County and any additional terms and conditions. The parties agree that during the initial term of this Agreement, the County's rate for such additional services or projects shall be \$69.01 per hour. Once completed, all such SOWs shall be executed and attached as an exhibit to this Agreement and incorporated herein. Throughout the course of this Agreement, the parties may negotiate and execute multiple SOWs, and any reference to a SOW in this Agreement shall include each such SOW and any amendments thereto.

7. The parties shall be responsible for jointly administering this Agreement. Each party will assume administrative responsibility for its own participation in this cooperative undertaking.

8. Each party shall indemnify and hold harmless the other party from any and against all claims, losses, damages or costs arising from or in any way related to the negligent or intentional act, error, or omission of the other, its officers, employees or agents, in performing under this Agreement. Under no circumstances shall either party be liable for any indirect, incidental, special, punitive, or consequential damages or losses resulting from or related to the services provided by the County pursuant to this Agreement. Under no circumstances shall the County be liable for any claims, losses, damages or costs arising from or in any way related to the City's use of its current computer hardware, software, and related equipment, including, but not limited to, lost, damaged, or inaccessible data, records, or information, or from the City's failure to comply with the County's recommended best practices with regards to security, equipment replacement, software replacement, and server management.

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9. The County expressly disclaims any express or implied warranties, representations, or endorsements regarding any data, information, services or products provided in connection with, included in, or regarding this Agreement. No advice or information given by County officers, employees, agents, or contractors shall create a warranty.

10. All County employees providing services on behalf of the County under this Agreement shall remain employees of the County for all purposes and shall not be deemed employees of the City under any circumstances. Similarly, all City employees coordinating with or providing any assistance to the County in the performance of services under this Agreement shall remain employees of the City for all purposes and shall not be deemed employees of the County under any circumstances.

11. Any notices required or permitted by this Agreement shall be in writing and shall be sent by certified U.S. mail, postage prepaid, to the following addresses:

TO THE COUNTY: Johnson County Information Technology Services
Attn. ITS Director
111 S. Cherry, Suite 3100
Olathe, KS 66061

TO THE CITY: City of Prairie Village
Attn.

Prairie Village, KS

12. (a) The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein; (b) This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof; (c) Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing; (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas and venue shall be in the state courts of Johnson County, Kansas; and (e) Neither party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party.

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

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CITY OF PRAIRIE VILLAGE, KANSAS

JOHNSON COUNTY, KANSAS

By _____

Ed Eilert, Chairman of the Board

Printed name & title

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Cynthia Dunham
Deputy Director of Legal



**City of Prairie Village
Technology Analysis**

IT Service Options

May 2013

* Costs updated February 2014

**City of Prairie Village
Department of Technology and Innovation**



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- Communication and Security Environment Error! Bookmark not defined.**
- Business Applications Error! Bookmark not defined.**
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OVERVIEW

The Johnson County Department of Technology and Innovation (DTI) occasionally assists County related entities and Johnson County cities by providing technology services. The department has done this for several years and has provided everything from single services like Internet access and business applications to fully managed technology environments for various organizations.

What services can be provided is determined by the relationship of the entity to the County and what is allowed by Johnson County software licensing agreements with their technology vendors. While services cannot be provided at no cost, many times DTI can provide them at a much lower cost than organizations can by themselves or through business partners and vendors.

Background

DTI and City of Prairie Village staff recently discussed exploring what technology services DTI could provide to the City. Prairie Village is aware of the services being provided to other Johnson County cities and is interested in what Johnson County DTI could offer them in the way of IT support services. The City is exploring support options for their technology environment. DTI is not able to commit to technology support for the City of Prairie Village at this time. This report was produced for informational purposes and for possible future use

This activity is in line with direction from County management to look for opportunities for collaboration and service sharing with other County entities. This is just one of several prospects for partnerships with other public organizations within Johnson County.

Objectives

The key underlying business objectives for this effort are listed below:

- Understand the current City of Prairie Village technology environment.
- Determine what services DTI can provide
- Produce a report, detailing what services can be provided and the cost of providing them.

Approach

Johnson County technology subject matter experts conducted interviews with the City of Prairie Village to learn about their technology environment and the challenges facing the City in the area of technology.

Assumptions and Constraints

The following list identifies the key assumptions and constraints associated with this analysis:

- The City of Prairie Village is under the same budget pressures as other public entities.
- DTI is not able to commit to technology support for the City of Prairie Village at this time. This report was produced for informational purposes and for possible future use.
- The costs quoted in this report are based on the numbers of employees reported by the city. A change in these numbers would affect the total cost. Any adjustments required would be made if and when a formal agreement is reached.

SERVICE PROPOSAL

In general, Johnson County DTI can provide services comparable to those provided by the City's current provider. The following list details the services.

Services

Service	Description
<p>Help Desk</p>	<p>The Support Center team provides Tier 1 and Tier 2 desktop support 24 x 7. Support is provided by a team of highly skilled, certified, technicians who have an average of 8 years' experience each.</p> <p>The following activities are performed by the Support Center team:</p> <ul style="list-style-type: none"> • Communicate outages through high-volume client contact. • Assist with adds, moves, changes. • Publish applicable standards. • Monitor to insure desktop devices are current with patches and updates. • Perform password resets. • Perform desktop software deployment. • Troubleshoot network connectivity • Assist with failed component replacement. • Acts as liaison with computing vendors. • Acts as liaison with print device service requests. • Configure new devices and devices. • Provide best practice recommendations. • Provide data removal of devices being retired. • Provide answers to How To questions on supported software and hardware. • Perform ad hoc testing of new releases of desktop software. • Provides functionality education on supported desktop applications. <p>DTI Support Center (Help Desk) hours are 7:30 a.m. to 5:30 p.m. (excluding Johnson County recognized holidays.) The DTI Support Center Help Desk can be reached by calling Telephone number: 715-1700 or by sending an email. After hours support is provided via an On-Call staff member who can be reached outside normal business hours at 913-208-9589.</p>

Service	Description
Network and Security	<p>The Network and Security team provides the following services:</p> <p>Network</p> <p>Monitoring: 24/7/365 monitoring of all network systems including servers, switches and core appliances that are SNMP-enabled and accessible via Internet from Johnson County Support Center.</p> <p>Support and Administration: Review of event logs and manufacturer-recommended firmware updates and available upgrades for HP switches, routers and firewalls. Identification evaluation and application of available and relevant firmware (OS) upgrades.</p> <p>Security</p> <p>Vulnerability Monitoring: external scanning of client's network for potential security weaknesses, based on public-facing devices on the Client Network and if applicable, identification and recommendations of ways to better protect the client's network.</p> <p>Firewall and VPN Management: Monitoring and maintenance of the firewall. Maintain and support the current VPN system.</p> <p>Anti-Virus and Threat Management: Maintain and support the client's anti-virus. Monitoring automated updates to ensure AV signatures are current and active across all devices. Assist with remediation activities should an infection occur.</p> <p>Network Security Monitoring and Intrusion-Prevention Services: Monitor the Client's network for any security issues and make recommendations.</p>
Servers	<p>The Systems Group provides Tier 1 and Tier 2 server support 24 x 7. Support is provided by a team of highly skilled and certified LAN Administrators. Support services are provided via telephone, remote connect or on-site visit.</p> <p>The Systems Group will manage and support the server backups and restores. Specific details will be established and reviewed annually that will define the server and folder(s) (data) that will be backed up.</p> <p>The Systems Group will manage and support Active Directory accounts, login scripts, server operating systems, server patching and updates, folder and file permissions, print queues and other miscellaneous domain administrator functions.</p> <p>The Systems Group will manage and support Microsoft Exchange Email accounts.</p>
Data Administration	<p>The Data Administration team will provide periodic monitoring of the database management systems, optimizing or repairing where possible, and tackling problems as they occur.</p> <p>This team will also manage backups of the databases.</p>
Business Application Support	<p>The Application Support and Development team will provide Tier 2 application support. This includes the following:</p> <ul style="list-style-type: none"> • Deployment of current applications to new servers • Troubleshooting application problems • Vendor liaison if necessary • Minor report and application enhancements • Upgrade assistance

Service	Description
<p>Consulting and/or Additional Services</p>	<p>The Project Management Team provides project management services to coordinate and direct activities associated with the initial transition to the Johnson County support model.</p> <p>The Project Manager role serves as the focal point for defining the needs of the project; facilitates communication among the project stakeholders; coordinates and manages all phases of the project; ensures project objectives and client expectations are met.</p> <p>Business Analysis services can be provided to assist in the selection of new or replacement applications.</p> <p>Consulting or additional support beyond the current environment can be provided when circumstances require. Advanced notice of large implementations of additional equipment, new applications, or major changes to the technology environment is beneficial. These services may incur additional support costs depending on the amount of work involved.</p>

Johnson County may recommend that the City adopt some best practices for technology management. These are industry standard practices that are employed in thousands of organizations and have proven to reduce risks and lower technology management costs over the long term. These practices will be discovered as Johnson County becomes more familiar with the City’s environment and will be proposed as needed. Examples may include the following;

- Adopt a policy to force individual password changes every 90 days.
- Limit the number of people that have access to administrative level functions in the environment. At a minimum, this should be done for servers, but can also be beneficial at the desktop level.

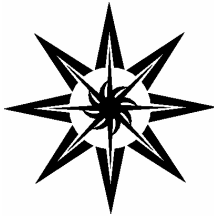
In addition, Johnson County DTI may recommend that the City of Prairie Village change some of the software components in their environment or upgrade certain systems. Again, these will be discovered as Johnson County becomes familiar with the City’s technology environment. An example here might be the antivirus product or the backup software used.

The level of services proposed alleviates the need for Prairie Village staff to be involved with IT related service requests, freeing them up to concentrate on the City services they are responsible for. These services can be provided at a cost of \$66,737.76 per year. Costs are detailed in the next section. There are also one-time costs of \$38,860.00 that will cover the initial migration of services.

SERVICE COSTS

This table provides specifics as to the labor costs involved with providing each service.

Service	Description	One Time Cost	Ongoing Cost
Systems	Server Backup and Restore	\$1656.24	\$4,880.39
	Active Directory Support, OS support, server patching and updates, print management, other miscellaneous domain administrator functions.	\$8557.24	\$12,200.97
	Microsoft Exchange Support	\$2208.32	\$4,692.68
Consulting	Provide project management services to coordinate and direct activities associated with the initial transition to the Johnson County support model. (10 hrs @ \$67 per hr). Provide project management services on an as needed basis to support future major IT initiatives. \$67 per hr Provide support for major changes in the technology environment - \$67 per hr	\$690.10	
Business Application Support	Application Support: Deploy current client/server applications to new server(s). Support current applications	\$1380.20	\$2,325.00
Data Administration	Provide periodic monitoring of the database management systems, optimizing or repairing where possible, and tackling problems as they occur. Manage backups of the databases.	\$2760.40	\$2,684.21
Network	Monitoring: 24/7/365 monitoring of all network systems including servers, switches and core appliances that are SNMP-enabled and accessible via Internet from Johnson County Support Center. Support and Administration: Review of event logs and manufacturer-recommended firmware updates and available upgrades for CISCO switches, routers and firewalls. Identification evaluation and application of available and relevant firmware (OS) upgrades.	\$13111.90	\$12,200.97
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Support Center – Help Desk	The Support Center team provides Tier 1 and Tier 2 desktop support 24 x 7. Support is provided by a team of highly skilled, certified, technicians who have an average of 8 years' experience each.	\$5520.80	\$19,521.55
Total Cost		\$40,025.80	\$68,673.24



JAZZFEST COMMITTEE

Council Committee Meeting Date: June 2, 2014

Consider Jazzfest Funding in 2015 budget

SUGGESTED MOTION:

CITY COUNCIL AUTHORIZE THE FUNDING OF THE JAZZFEST COMMITTEE IN THE 2015 BUDGET AT THE LEVEL OF \$20,000.

BACKGROUND

In 2009, the City Council was approached by a group of individuals from the Arts Council wanting to hold a Jazz Festival. Knowing that funding was not available in the City's budget for this new venture, the representatives boldly stated that the committee would bear the responsibility of raising the necessary funds for the event. The City Council agreed to support the event with limited staff support and allowed the event to take place on city property.

During the first year, several fund raising events were held, some more successful than others. The first festival was fantastic with strong attendance, good weather and wonderful music. Almost \$41,000 was raised before and at the event; however, expenses for the initial event were higher than anticipated.

The second year a fabulous line-up was secured based on the success of the initial festival and the committee lowered expenses by approximately \$9,000. However, the event had to be cancelled after the second act due to a fast moving severe storm that damaged the stage and equipment. The committee raised \$34,000 prior to the event, but with the loss of revenue on the day of the event was unable to cover its expenses without an advance from the Arts Council.

In 2012, BRGR stepped up as a major sponsor and covered many of the expenses. The 5K fund-raising event, which the previous year raised \$6500 garnered less than half that amount and sponsorships were down considerably because of the early cancellation of the previous year's event. The committee was only able to raise \$25,000 before the event and even though the festival was a success, committee members had to cover some of the event costs themselves in order to break even.

Going into the 2013 event there were only minimal funds through a donation from the Arts Council. The committee sought Council assistance to hire a fund-raiser in hopes of developing new supporters and sponsors other than Prairie Village businesses who were being asked by multiple city groups for funding. Being optimistic and believing strongly in the benefits of the festival which has gained

regional recognition over the years as "the best outdoor Jazz Festival in the last five years", the committee presented its request as a loan from the city.

The fund-raiser did bring in new dollars and more than \$55,000 was raised prior to the event. With a strong desire to have the best festival yet, the committee accepted the opportunity to have two renowned musicians headline the festival. The musicians drew a huge crowd. But once again weather, daytime temperatures near 100 degrees, severely reduced the number of people attending the earlier performances during the day, thus reducing the amount of funds raised during the event. For the past two years, the festival has been promoted as benefiting "Heartland Habitat for Humanity - Brush with Kindness" program in Prairie Village, but funds in excess of expenses have not been available. Nor was the committee able to repay the \$10,000 loan from the City.

Once again, the committee has begun the year with nominal funds with which to secure talent for the festival. To date, none of the new supporters (\$10,000+) secured by the fund-raiser have returned to support the festival. Fortunately, the event has developed relationships with a number of businesses and individuals, many of who have supported the event from its beginning. The previous grant opportunities are no longer available. With the lack of carryover funds, the committee has not had the funds to secure talent contracts until late spring. The committee has been fortunate to secure the desired talent for a September festival in the past. This year several of the desired musicians were booked at other events by the time the committee was able to secure the necessary funding to execute a contract.

The Prairie Village Jazz Festival has created a favorable reputation throughout the area reflecting positively on the City for its support of providing quality jazz artists from area musicians. The committee is committed to the Festival, and with four years experience, the committee has recognized the need for annual city funding. Volunteer committee members are not able to on a consistent and timely basis, raise all the funding needed for the Prairie Village Jazz Festival.

The JazzFest Committee respectfully requests city budget funding in the amount of \$20,000 to provide a consistent base for the procurement of talent for the event and respectfully requests to be added to the city's budget for funding in the amount of \$20,000 to provide a consistent base on which the festival can operate and grow.

PREPARED BY
Joyce Hagen Mundy
City Clerk

May 29, 2014

Environment approaching the 2015 budget

- Stable budget outlook with good governance
- AAA bond rating from Moody's
- Healthy fund balance levels
- Low debt level
- Conservative fiscal culture

Administrator's recommend 2015 budget will include:

- A balanced budget
- The overall General Fund 2015 operating budget will increase 1.8% over the 2014 operating budget
- The Prairie Village mill levy rate to remain at 19.490
- Stormwater Utility Fee to remain at \$0.04 per square foot of impervious surface
- Solid Waste Fee to remain at \$174.00 per year per household (may change)

2015 Budget Components:

1. Services
 - a. Added part-time Codes Enforcement Officer
2. Bond obligation decreases to \$831,383 in 2015 (actual payment)
3. General Fund transfer to CIP = \$3,144,425
4. General Fund Contingency – recommend to keep at \$500,000 level
5. Fund balance to remain conservative level of 25% of operating revenue (\$4.3M)
6. Fuel - \$3.75 a gallon estimate
7. Personal assumption
 - 0.50 full-time equivalent for Codes Enforcement Officer
 - Merit pool salary increase = 3.5%
 - KPERS cost increase from 9.84% salary to 10.69%
 - Fund Police Pension Plan at current level = \$450,000
 - Health insurance increase = 10%
 - Property & Casualty & W/C increase = 8%
8. Administration, Public Works, and Community Development
 - Office Equipment and Furniture = \$12,000
9. Parks & Community Programs
 - Community Center furniture = \$16,000
10. Management and Planning
 - Lochner – additional \$10,000 budgeted for planning consulting services
11. Legal
 - Increased budget \$40,000 to more closely reflect actual expenditures
12. Public Works
 - Building improvements - \$30,000 for Community Center interior upgrade
 - Parks & Grounds – additional \$10,000 for tree removal and maintenance
 - Parks & Grounds – additional \$50,000 for Emerald Ash Borer (\$100k total budget)
13. Public Safety
 - a. Building Improvements - \$30,000 for Dispatch Console Upgrade
 - b. Field Equipment - \$27,000 taser replacement
 - c. Vehicles - \$79,500 (3) marked units (normal rotation)

Upcoming Budget Discussion

June 16th Capital Infrastructure Fund / Economic Development Fund

CITY OF PRAIRIE VILLAGE
PROPOSED 2015
OPERATING BUDGET

June 2, 2014



Agenda

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- Overview
- Department Budget Presentations
 - Public Safety
 - Public Works
 - Admin / Court & Community Programs
 - Equipment Reserve



Highlights

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- The 2015 Budget as presented is balanced
 - ▣ Same mill levy rate – 19.490
 - ▣ Maintain same offering of services
 - ▣ Nominal overall increase in 2015 General Fund department budgets of 1.8%
 - ▣ Stormwater Utility fee remains at current rate



2015 Budget Objectives

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- Maintain high quality services and programs
- Maintain quality streets, parks and infrastructure
- Continue strong financial condition
- Maintain AAA bond rating
- Increase financial transparency
- Increase citizen participation in budget issues



2015 Budget Objectives

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- Emphasis on Equipment Reserve Fund for non - routine equipment purchases
- Budget for General Fund ending fund balance to be 25% of revenues (excluding transfers)
- Tighten actual budget ratio by reducing budget (96% estimated) and more reliance on contingency



Preliminary 2015 Budget at a Glance

6

Prairie Village 2015 Budget at a Glance

Property Tax Mill Levy Rate		19.490
Total Assessed Valuation	\$	285,139,926
Stormwater Utility Fee per Square Foot of Impervious Area		4.0¢
Number of Residential Properties		9,939
Population (2013 Census)		21,769
Total General Fund Budget	\$	19,182,782 [▼]
Number of Full-time Equivalent Positions Added - Codes Enforcement Officer		0.5
Annual City Tax Liability - Avg. Home	\$	501.00
Monthly City Tax Liability - Avg. Home	\$	42.00
Outstanding Debt at Dec. 31, 2015	\$	4,993,027



City Expenditure Categories

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- Personal Services – wages and benefits
- Contract Services – contracts for auxiliary services
- Commodities – used to purchase goods
- Capital Outlay – used to acquire assets or improve the useful life of existing assets



Use of Other City Funds

8

- Restricted Funds
 - Economic Development Fund
 - Solid Waste Fund
 - Stormwater Utility Fund
 - Alcohol Tax Fund
 - Community Improvement District Funds
- Unrestricted Funds
 - General Fund – we have and continue to use the annual year end balance in this fund that exceeds 25% of budget revenues to increase the transfer to the Capital Infrastructure Program
 - Risk Management Reserve Fund
 - Equipment Reserve Fund

2015 PUBLIC SAFETY BUDGET

CHIEF JORDAN

PROGRAM		2015 Budget	2014 Budget	Mission Hills Percentage
Administration	21	425,941.00	418,036.00	13.66
Staff Services	22	807,328.00	782,860.00	14.33
Community Service Officers	23	195,661.00	196,567.00	per call
Crime Prevention	24	89,278.50	86,508.50	10.65
Patrol	25	3,086,201.00	3,011,413.25	27.33 / 13.66
Investigations	26	617,733.00	636,491.00	10.65
Special Investigations Unit	27	186,750.00	180,763.00	0.00
D.A.R.E.	28	92,727.50	88,919.50	10.00
Professional Standards	29	177,329.00	171,732.00	13.66
Off-Duty Contractual	30	55,538.00	55,632.00	0.00
Traffic Unit	31	373,984.00	370,157.00	0.00
TOTAL		6,108,471.00	5,999,079.25	
1.82% DIFFERENCE		109,391.75		

2015 BUDGET MINUS PERSONNEL COSTS

PROGRAM		2015 Budget	2014 Budget	Difference
Administration	21	43,515.00	44,415.00	- 900.00
Staff Services	22	140,395.00	140,785.00	- 390.00
Community Service Officers	23	71,270.00	76,570.00	- 5,300.00
Crime Prevention	24	6,047.50	6,267.50	- 220.00
Patrol	25	473,416.00	450,016.00	23,400.00
Investigations	26	51,850.00	72,305.00	- 20,455.00
Special Investigations Unit	27	13,725.00	13,600.00	125.00
D.A.R.E.	28	17,622.50	17,622.50	- 0 -
Professional Standards	29	65,820.00	64,220.00	1,600.00
Off-Duty Contractual	30	50,500.00	50,500.00	- 0 -
Traffic Unit	31	34,200.00	43,700.00	- 9,500.00
TOTAL		968,361.00	980,001.00	- 11,640.00
PERCENT DIFFERENCE		- 1.19%		



ADMINISTRATION

2015 Budget	2014 Budget
425,941.00	418,036.00

- Chief of Police and Executive Assistant
- maintenance/utility costs for weather sirens
- legal publications
- applicant testing, psychologicals and physicals for new hires



ADMINISTRATION (continued)

13

- ❑ TIPS Hotline
- ❑ police pension administration
- ❑ training/annual conference
- ❑ dues and subscriptions/professional associations
- ❑ office supplies/equipment
- ❑ employee recognition/retirements
- ❑ goodwill items



ADMINISTRATION – changes

14

- no changes +/- \$1,000 threshold



OFF-DUTY CONTRACTUAL

15

2015 Budget	2014 Budget
55,538.00	55,632.00

- no changes from the 2014 budget
- 952.5 – off-duty contractual hours worked
- \$46.30 – average hourly cost

CAPT. TIM SCHWARTZKOPF



CRIME PREVENTION

2015 Budget	2014 Budget
89,278.50	86,508.50

- 1 officer
- overtime
- dues and subscriptions
- printing/office supplies
- vehicle maintenance and repair/fuel



CRIME PREVENTION - changes

18

- no changes from the 2014 budget



INVESTIGATIONS

2015 Budget	2014 Budget
617,733.00	636,491.00

- 1 captain, 1 sergeant, 2 detectives, 2 school resource officers
- overtime
- printing/office supplies
- major case fund



INVESTIGATIONS (continued)

20

- ❑ Leads on Line/Accurint
- ❑ dues and subscriptions
- ❑ Department cell phones
- ❑ vehicle maintenance and repair/fuel
- ❑ CIRT (Critical Incident Response Team) gear



INVESTIGATIONS (continued)

21

- equipment operating supplies
 - camera equipment
 - batteries
 - background expenses
 - crime scene and evidence materials
 - office equipment



INVESTIGATIONS - changes

22

- \$1,000 – reduction in office equipment
- \$1,000 – reduction in vehicle maintenance/repair
- \$1,600 – net increase for Department cell phones (moved to Investigations from Staff Services budget)
- \$22,500 – reduction due to no vehicle replacement



SPECIAL INVESTIGATIONS (SIU)

23

2015 Budget	2014 Budget
186,750.00	180,763.00

- 1 corporal and 1 officer
- overtime
- drug testing kits/office supplies
- vehicle maintenance and repair/fuel
- machinery maintenance



SPECIAL INVESTIGATIONS - changes

24

- no changes +/- \$1,000 threshold



D.A.R.E.

25

2015 Budget	2014 Budget
92,727.50	88,919.50

- 1 officer
- overtime
- equipment/office supplies
- vehicle maintenance and repair/fuel
- graduation materials/T-shirts



D.A.R.E. - changes

26

- no changes from the 2014 budget



PROFESSIONAL STANDARDS

27

2015 Budget	2014 Budget
177,329.00	171,732.00

- 1 sergeant
- overtime
- training/conferences
- range time/supplies
- CIRT training



PROFESSIONAL STANDARDS (continued)

28

- tuition reimbursement
- Line of Duty, dues, and subscriptions
- equipment maintenance
- office supplies



PROFESSIONAL STANDARDS - changes

29

- \$1,000 – increase in training

CAPT. WES LOVETT



COMMUNITY SERVICES (Animal Control)

31

2015 Budget	2014 Budget
195,661.00	196,567.00

- 2 CSOs (Community Service Officers)
- crossing guard contract
- Great Plains SPCA costs
- vehicle maintenance and repair/fuel
- equipment operating supplies



COMMUNITY SERVICES - changes

32

- \$5,000 – reduction in contract services



PATROL

33

2015 Budget	2014 Budget
3,086,201.00	3,011,413.25

- 1 captain, 5 sergeants and 3 corporals
- 22 officers (8.2 FTEs for Mission Hills)
- overtime
- uniforms/dry cleaning
- repair costs to field equipment



PATROL (continued)

34

- repair costs to in-car video
- maintenance for school crossing beacons
- wireless air cards
- vehicle maintenance and repair/fuel
- equipment operating supplies
- property room
- e-ticketing maintenance contract



PATROL (continued)

35

- office equipment
- moving radar replacement
- AED replacement
- new patrol vehicles/assembly and graphics
- field equipment (tasers)



PATROL - changes

36

- \$1,000 – increase in school crossing beacon repairs
- \$2,000 – increase in vehicle assembly
- \$4,100 – reduction in property room supplies
- \$7,450 – increase in contract services (E-ticketing APS maintenance contract)



PATROL – changes (continued)

37

- \$18,000 – increase in field equipment to replace aging tasers and taser equipment



TRAFFIC

2015 Budget	2014 Budget
373,984.00	370,157.00

- 4 officers
- overtime
- miscellaneous vehicle equipment replacement
- vehicle maintenance and repair/fuel



TRAFFIC (continued)

39

- equipment operating supplies
 - car seat installation supplies
 - accident investigation supplies



TRAFFIC - changes

40

- no changes +/- \$1,000 threshold

TIM KOBE – COMMUNICATIONS SUPERVISOR



COMMUNICATIONS

2015 Budget	2014 Budget
807,328.00	782,860.00

- Communications Supervisor, 6 dispatchers, 2 Records clerks, 1 Property Custodian
- Board of Police Commissioners/ALERT-REJIS computer access and maintenance
- Intergraph system - dispatch/records management



COMMUNICATIONS (continued)

43

- ❑ Motorola radio system
- ❑ NotifyJoCo emergency notification system
- ❑ COPLINK – shared investigative resource
- ❑ Fishnet Security RSA tokens – allows access to criminal databases
- ❑ communications – CJIS, long distance and other associated costs



COMMUNICATIONS (continued)

44

- ❑ printing supplies
- ❑ copier maintenance contract/copier supplies
- ❑ computer supplies
- ❑ building security cameras
- ❑ annual microfilm project
- ❑ dues and subscriptions/APCO memberships
- ❑ machinery/equipment maintenance and repair



COMMUNICATIONS (continued)

45

- office supplies and equipment
- voice logging equipment and maintenance
- postage and postage meter lease
- software maintenance



COMMUNICATIONS - changes

46

- \$1,000 – reduction in copier supplies
- \$1,300 – increase in MARC/MERS License
- \$2,000 – increase in software maintenance
- \$2,200 – reduction in Department cell phones
(moved to Investigations budget)



BUILDING/EQUIPMENT UPGRADE

47

- \$30,000 – dispatch/console upgrade

2015 BUDGET

PUBLIC WORKS- OPERATING BUDGETS



AGENDA

49

- General Overview
- Discussion of Significant Changes



General Overview

50

- Operating Budgets



Administration

51

- -\$8,500- Decrease General Engineer Services
- -\$5,000- Decrease Traffic Engineer Services
- -\$5,000- Biennial Bridge inspections
- +\$3,000- Work Stations

- Administration Budget Change (-17%)



Drainage

52

- +\$2,000- Operating Supplies Equipment and Vehicles
- Drainage Budget Change (-0.20%)



Vehicles

53

- -\$1,000- Contract Service Engine Analyzer

- Vehicles Budget Change (-4.69%)



Streets

54

- -\$ 5,700- Decrease Equipment and Vehicle Maintenance to 3 year average
- +\$7,000- Increase rental costs for higher quality street repairs
- -\$5,000- Decrease Asphalt for repairs
- -\$7,000- Decrease Debris Roll Off
- +\$2,000- Operating Supplies for vehicles
- +15,000- Field Equipment Purchase- Bobcat Trailer
- Streets Budget Change (+0.08%)



Parks and Grounds

55

- +\$2,500- Increase electricity in parks
- +\$1,500- Increase training. Playground and herbicide certification's
- +\$2,000- Increase for maintenance of vehicles
- +\$2,000- Increase for grounds electrical repair
- +\$2,000- Increase for added cleaning of Portable Toilets
- +\$10,000- Tree Removal and Maintenance
- - \$4,500- Decrease for building repairs
- +\$1,000- Increase for janitorial costs



Parks and Grounds

56

- ❑ +\$3,000- Increase for additional plantings
- ❑ +2,000- Increase for more play surface replacement
- ❑ +2,000- Increase for more playground part replacements
- ❑ +3,000- Increase for more turf supplies
- ❑ +2,800- Increase for replacement of tables, benches, and trash cans
- ❑ +\$50,000- Emerald Ash Borer (\$100,000 total budgeted)
- ❑ +\$12,500- 61" Riding Mower
- ❑ Parks and Grounds Budget Change (+15.64%)



Pool Maintenance (not operations)

57

- +\$2,000- Increase for Electricity
- +\$9,000- Increase for Water
- +\$10,000- Calking Wading and Leisure Pools
- +\$8,000- Replace LMI's in Pool House
- -\$50,000- Pool Painting- No pools in 2015
- -\$3,000- Decrease Electrical Repairs
- +\$4,000- Replace Bath House Doors and Frames
- +\$3,000- Pool Operating Supplies
- Pool Budget Change (-6.32%)



Tennis Courts

58

- No Changes



Buildings

59

- -\$3,000- Decrease Natural Gas Costs
- +\$30,000- Community Center Improvements

- Buildings Budget Change (-3%)



Police Building

60

- -\$6,000- Decrease in Natural Gas Costs
- +\$8,700- Increase in Janitorial Costs
- -\$30,000- Decrease Painting
- +\$30,000- Dispatch Console Replacement

- Police Building Budget Change (+1.5%)



Public Works Budget

61

- 2014 Budget- \$3,406,697
- Proposed 2015 Budget- \$3,445,210
- Increase of \$38,512.50 or 1.13%

2015 BUDGET

ADMINISTRATION / COURT



Administration

Administration	2014 Budget	2015 Budget	Difference - Dollars	Percentage Change
Mayor & Council	\$188,778	\$181,039	<\$7,739>	-4.10%
Management & Planning	\$465,139	\$476,138	\$10,999	2.36%
Information Technology	\$207,564	\$181,270	<\$26,294>	-12.67%
Legal Services	\$160,000	\$200,000	\$40,000	25.00%
Human Resources	\$169,902	\$184,924	\$15,022	8.84%
Finance	\$265,142	\$280,663	\$15,521	5.85%
City Clerk	\$301,930	\$306,661	\$4,731	1.57%



Mayor & Council

64

- Mayor & Council (4.10% decrease)
 - Training
 - Conferences
 - Shawnee Mission Educational Fund (SMEF)
 - Meals
 - Holiday Event
 - MARC, NLC, LKM and NEJC Chamber dues



Management & Planning

65

- Management & Planning (2.36% increase)
 - Newsletter
 - Planning Services (Lochner)
 - Training
 - Dues
 - Employee Events



Information Technology

66

- Information Technology (12.67% decrease)
 - Reduction in PC replacements needed
 - Decrease in consultant services needed
 - Annual software agreements



Legal Services

67

- Legal Services (25% increase)
 - ▣ Services are provided at an hourly rate
 - ▣ Difficult to predict – with wide variations
 - ▣ 2011 actual – \$110,516
 - ▣ 2012 actual – \$225,682
 - ▣ 2013 actual – \$249,735
 - ▣ 2014 budget - \$160,000
 - ▣ 2015 budget - \$200,000



Human Resources

68

- Human Resources (8.84% increase)
 - Payroll (ADP) fees
 - Recruitment expenses
 - Contract services for benefits



Finance

69

- Finance (5.85% increase)
 - Audit services
 - Investment services
 - Bank fees
 - Credit card fees
 - Bond compliance services



City Clerk

70

- City Clerk (1.57% increase)
 - 2013 Data
 - Animal Licensing – 3,918 animals licensed
 - Admin/Retail Licensing – 477 sold total
 - Rental Licensing – 720 rental properties
 - Facilities Reservations – 866 reservations
 - Mayor & Council Support – 125 packets/minutes
 - Recreation Memberships – 3,706 sold
 - Contracts executed – 108 total



Municipal Court

- Municipal Court (3.26% increase)
- Budget increase attributable to software maintenance and increase in fees for credit card processing due to volume
- Data

	2011	2012	2013
■ Total Caseload	13,279	12,677	15,419
■ Prairie Village cases	11,027	10,698	12,877
■ Mission Hills cases	2,252	1,979	2,542
- File appropriate reports with State of KS
- Statistical reporting for police Department



Codes Administration

- **Codes Administration (2.41% decrease)**

- 2014 Budget included addition of 1 FT Codes Enforcement Officer (\$65,000, salary plus benefits). Part Time Codes Enforcement Officer position was added, reducing the salary and eliminating need for benefits.
- Increases in 2015 Budget include joint contract with City Clerk’s office for document scanning services, increase in fuel and maintenance for shared vehicle for PT Codes Enforcement Officer, training for permit technician certification and a new workstation

□ Data	2012	2013
□ Building Permits processed	1,313	1,390
□ Building inspections	2,622	3,602
□ Plan Reviews performed	272	297
□ Code Enforcement Cases	356	540
□ Exterior Home Grant Program, grants issued	26	34



Parks & Recreation

73

- Park & Recreation (2.79% increase)
 - Swimming Pool Operations
 - Concession Stand
 - Aquatics
 - Tennis
 - Increase in personnel expenditures; most expenditures stayed the same or decreased in 2015
 - Increased pool chair repair/replacement by \$1,500



Parks & Recreation (con't.)

74

- Parks & Recreation Programming (2013 data)
 - Aquatics Teams – 246 participants
 - Tennis – 132 lessons provided; 70 participants in Junior Tennis League
- Swimming Pool (2013 data)
 - Individual passes sold – 3,706
 - Membership packages sold – 1,346
 - Average daily attendance - 563



Community Programs

75

- **Community Programs (4.05% increase)**
 - Funding for special city events such as:
 - Village Fest
 - Art Sales
 - Sister City
 - Environmental Committee
 - Includes budget of \$16,000 for Community Center Update
 - JazzFest
 - JazzFest committee request for \$20,000 budgeted funds is not included.



General Budget Items

- Fuel: \$3.75/gallon
- Health Insurance: 10% increase
- Dental Insurance: 5.5% increase
- Vision Insurance: 5.0% increase
- Property & Causality Insurance (2015- 2016): 8.0% increase
- Worker’s Compensation Insurance (2015- 2016): 8.0% increase
- KPERS: 0.9% employer rate increase, for a total of 10.69%
- Police Pension Contribution: same as 2014 - \$450,000
- Employee Merit Pool: 3.5%
- City Supplemental Pension Match (same as 2014)
- General Fund Contingency: \$500,000

2015 BUDGET

EQUIPMENT RESERVE



Equipment Reserve

78

- Funding Source: transfer from General Fund, and interest on idle funds
- 2015 Budget includes the following transfer:
 - General Fund Transfer: \$600,000



Equipment Reserve

City of Prairie Village Equipment Reserve Fund

	2015 Budget	2014 Carryover	2015 Remaining
IT Projects			
Storage Area Network	\$ 60,000		\$ 60,000
Council iPad Replacement	\$ 10,000		\$ 10,000
Off-Premise Camera	\$ 40,000		\$ 40,000
Park & Recreation Software	\$ 50,000		\$ 50,000
Server Replacement	\$ 15,000	30,000	\$ 45,000
Total IT Projects	\$ 175,000	\$ 30,000	\$ 205,000
Equipment/Vehicle Replacement			
Police Department Generator	\$ 175,000		\$ 175,000
Public Works Dump Truck	\$ 170,000		\$ 170,000
Public Works Pick-up Trucks (2)	\$ 70,000		\$ 70,000
Public Works Loader for 2015	\$ 100,000	100,000	\$ 200,000
Total Equipment/Vehicle Replacement	\$ 515,000	\$ 100,000	\$ 615,000
Total Expenditures	\$ 690,000	\$ 130,000	\$ 820,000

	2015 Budget
Beg Bal on 1/1	\$ 312,434
Revenues:	
IT Project Revenue - Transfer from General Fund	\$ 600,000
Transfer from Stormwater	
Equipment/Vehicle Project Revenue	
Intergovernmental Transfers	
Interest on Investments	\$ 2,500
Total Revenue	\$ 602,500
Total Sources	\$ 602,500
Expenditures:	
IT Project Expenditures	\$ 175,000
Equipment/Vehicle Replacement Expenditures	\$ 515,000
Total Expenditures	\$ 690,000
Fund Bal on 12/31	\$ 224,934

2015 BUDGET

BUDGET SUMMARY



General Fund Transfer to CIP

81

- 2015 Transfer - \$3.1M
- 2014 Transfer - \$2.5M
- 2013 Transfer - \$2.5M
- 2012 Transfer - \$1.6M
- 2011 Transfer - \$816,650
- 2010 Transfer - \$1.89M
- 2009 Transfer - \$2.1M

- Transfer to CIP is impacted by the 2009 & 2011 bond payment schedule



Outside Agency Funding

City of Prairie Village Outside Agency Funding

	2012 Actual	2013 Actual	2014 Budget	2015 Preliminary Budget
Outside Agencies				
Alcohol Funds - dispersed to various agencies	15,000	15,000	24,000	24,000
United Community Services - Human Service Fund	6,825	6,825	7,000	7,000
Minor Home Repair (Jo Co administered)	6,000	6,000	6,000	6,000
National League of Cities	1,861	1,861	2,000	2,000
League of Kansas Municipalities	13,362	13,275	14,000	14,000
MARC	5,749	5,749	6,100	6,100
Home Repair Program (ED Funds)	20,000	20,000	20,000	20,000
Exterior Grant (ED Funds)	39,294	46,208	50,000	50,000
KCADC (ED Funds)	2,964	2,664	3,000	3,000
NE JO CO Chamber Membership	2,000	1,000	1,200	1,200
NE Jo CO Chamber for Golf Tournament and Chamber dinner	2,575	2,050	2,500	2,500
SMEF (Shawnee Mission Educational Foundation)	1,500	1,500	1,700	1,700
Committees				
Village Fest (estimated revenue of \$9,000)	19,188	22,895	25,000	25,000
Arts Council	17,358	14,330	17,500	17,500
Environmental Committee	4,037	4,512	10,000	10,000
Sister City	1,256	3,533	4,000	4,000
Jazz Fest	0	10,000	0	0



Next Steps

83

- June 16th – CIP Budget Presentation & Economic Development Fund
- July 21st – Permission to publish the budget
- August 4th – Public hearing and adoption of the budget

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
June 02, 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 - May 19, 2014
- 2. Approve Claims Ordinance 2918
- 3. Approve VillageFest Contracts in the amount of \$2,170.00
- 4. Approve an advertising agreement with the Prairie Village Post for promotional and advertising services at a cost of \$1,300.
- 5. Approve the School Resource Officer Agreement with the Shawnee Mission School District for the 2014-2015 and 2015-2016 school years
- 6. Authorize the Mayor to execute the reissuance of a Quit Claim Deed with the Village Presbyterian Church and related easements

- VI. **MAYOR'S REPORT**
- VII. **COMMITTEE REPORTS**

Planning Commission

PC2014-03 Consider a Request for Special Use Permit for the operation of a Day Care at 4805 W 67th St

- VIII. **STAFF REPORTS**
- IX. **OLD BUSINESS**
- X. **NEW BUSINESS**
- XI. **ANNOUNCEMENTS**

XII. ADJOURNMENT

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

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

June 2, 2014

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
May 19, 2014**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 19, 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, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

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; Nic Sanders, Human Resources Manager and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led those present in the Pledge of Allegiance.

PRESENTATION

Presentation from Berberich Trahan on the 2013 Annual Audit

Finance Director Lisa Santa Maria provided a brief introduction on the city's audit process and history. She then introduced Karen Linn, Managing Director with Berberich Trahan to present their findings from the 2013 annual audit of the city's financial records.

Karen Linn explained the audit process noting their review of accounting policies and procedures, significant or unusual transactions, management judgment and accounting estimates. She noted the only significant adjustments made were pension liability and OPEB obligation which were calculated by independent actuarials. Ms Linn commended the city staff for their preparedness and cooperation during the audit process. The audit received an unqualified opinion, which is the highest level designation.

Mayor Shaffer directed the Council members to review the draft audit distributed to them and if they had any questions to contact Lisa Santa Maria and she would relay them to Ms Linn.

PUBLIC PARTICIPATION

Tim Laughlin, 6412 Granada Drive, addressed the Council as a resident of Ward 1 and a member of Homestead Country Club urging the City to take advantage of the opportunity to purchase recently listed undeveloped land from Homestead Country Club for additional park land. He felt the purchase would create a win-win-win situation for residents in the northeast part of the City to have an area park, for the City to purchase a relatively large tract of undeveloped land in a land-locked community and for the Country Club to have the opportunity to continue to work with the City.

Mayor Shaffer welcomed Scoutmaster Jason Wilson and 18 scouts from Troop 299 at Asbury Methodist Church attending the City Council meeting to complete requirements for "Citizenship in the Community" and "Communications" merit badges.

CONSENT AGENDA

Brooke Morehead requested that item #4 be removed from the Consent Agenda. Eric Mikkelson requested item #5 be removed Ashley Weaver moved the approval of the Consent Agenda for Monday, May 19, 2014 with the removal of #4 & #5:

1. Approve Regular Council Meeting Minutes - May 5, 2014
2. Ratify the Mayor's appointment of Carolyn Wassmer as a student representative to the Prairie Village Arts Council.
3. Approve Villagefest contracts for Food Service
4. Removed - Approve an advertising agreement with the Prairie Village Post for promotional and advertising services at a cost of \$1,300
5. Removed - Approve the purchase of three (3) 2014 Ford Police Interceptor Utility Vehicles
6. Approve the submittal of the 2015-2019 County Assistance Roads Systems (CARS) Program

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.

Mrs. Morehead noted that the JazzFest Committee had not taken action to approve the contract and requested that Council action be delayed until action can be taken by the JazzFest Committee. Mayor Shaffer stated this item will be removed and considered at a future meeting.

Eric Mikkelson asked for additional information on MACPP. Chief Jordan stated the Mid America Council of Public Purchasing (MACPP) is a regional bidding process coordinated through the Mid America Regional Council and provides for better bidding of vehicle purchases through cooperative bidding power.

Mr. Mikkelson asked what is done with the vehicles being replaced. Chief Jordan responded the department has found they get the best value through the sale of the vehicles through a website "Purple Wave" after all of the equipment is removed. Mr.

Mikkelson asked if the price was the net of the value after the sale. Chief Jordan replied the purchase price is the total price and does not reflect the later sale of the replaced vehicles.

Eric Mikkelson moved the City Council approve the purchase of three (3) 2014 Ford Police Interceptor Utility Vehicles from Shawnee Mission Ford at a per unit cost of \$25,607. The motion was seconded by Laura Wassmer and passed unanimously.

MAYOR'S REPORT

Mayor Shaffer reported he represented the City at several events during the past weeks including the ribbon cutting for Strouds, MARC Meeting with representatives of the Brookings Institute on the joint economic research completed for MARC noting this would also be discussed at the upcoming MARC Regional Assembly, Prairie Village Grand Order of Crawdaddies 13th annual event raising over \$30,000 for Head Start, the 25th anniversary and graduation for the Leadership Northeast Program, the Tip-a-Cop fund raiser for Special Olympics at Johnny's, Northeast Johnson County Mayors' meeting and Ribbon cutting for Gregory's Fine Floral at 8833 Roe Avenue.

COMMITTEE REPORTS

Park & Recreation

Laura Wassmer reported that the Park & Recreation Committee had their annual tour of the parks last week and she was thrilled to report on the excellent condition of the city's parks. She complimented Public Works on their work trimming the trees, mowing and repairing equipment. Eric Mikkelson echoed Ms Wassmer's comments noting the change in the condition of the parks over the last year has been dramatic and thanked public works for their efforts.

Council Committee of the Whole

COU2014-16 Consider approval of a contract with Metro Asphalt, Inc. for the 2014 Street Repair Program

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council authorize the Mayor to sign the Construction Contract with Metro Asphalt, Inc. for Project P5001: The motion was seconded by Laura Wassmer and passed unanimously.

COU2014-17 Consider the purchase of Laptops for Police Department Vehicles

On behalf of the Council Committee of the Whole, Council President Ashley Weaver moved the City Council approve the purchase of 20 Panasonic laptop computers from Turn-Key Mobile and installation, hardware and labor at a total cost not to exceed \$65,176.00. The motion was seconded by Laura Wassmer and passed unanimously.

STAFF REPORTS

Public Safety

- Chief Jordan highlighted the traffic units participation in the texting and seat belt campaign.
- Chief Jordan reported that over \$1400 was raised for Special Olympics at the "Tip-a-Cop" fundraiser.

Public Works

- Keith Bredehoeft announced the public information meeting for the 75th Street Project on May 20th from 5 to 7 pm and for the 71st Street Drainage Project.
- Public Works crews will be doing their annual planting in parks and islands this week.

Administration

- Kate Gunja announced that there will be a public hearing on Thursday, May 22nd to assess the community development and house needs of low income residents in Johnson County.
- The City received notice from Time Warner of several channel changes for channels over 100. Residents will be notified of the changes.
- The mailing for the Sewer Warranty Program will be sent out this week and should be in residents' homes the week of the 28th.
- The Prairie Village Art Fair will be held May 30 - June 1st.

- Trash services will be delayed one day next week as Deffenbaugh observes the Memorial Day holiday.
- Danielle Dulin announced that work on Mission Lane has slowed in preparation for the art fair. They will continue their work on June 2nd.
- The city's parks will be featured by "Live Blue" during the month of June in their "Great Outdoors" campaign.
- The pool will open this weekend.

Brooke Morehead noted that Danielle recently graduated from Leadership Northeast. Ms Dulin encouraged any Councilmember who has not participated in the program to do so.

- Quinn Bennion noted that the Council Committee meeting was adjourned with several budget items remaining and stated these could be covered under Old Business.

OLD BUSINESS

Andrew Wang moved the Council cover the remaining budget items from the Council Committee of the Whole agenda under Old Business. The motion was seconded by Laura Wassmer and passed unanimously.

Significant Budget Considerations

A-10 Parks Master Plan - Bike Routes/Lanes

Keith Bredehoeft stated the proposed CIP Budget does not currently include designated dollars for developing bike routes, maps or plans.

Laura Wassmer asked if there were any streets in the city wide enough to accommodate bike lanes. Keith Bredehoeft responded that there were a few. Steve Noll confirmed that on 71st Street where there is street parking allowed if a bike lane was identified, street parking would be prohibited.

Eric Mikkelson asked if at those locations where a specific lane was not possible if the bike experience could be improved through signage or street markings. Mr. Bredehoeft responded that could be done.

Chief Jordan stated that when he met with the biking group they discussed if current four lane roads were reduced to three lanes the City would consider adding a bike lane. Mr. Bredehoeft noted the lanes need to connect to others. Ted Odell supported looking into this as there are a lot of bike riders in PV, but did not feel additional funding was necessary.

Eric Mikkelson noted that in terms of connectivity, MARC publishes a regional map of bikeways and Prairie Village appears to be somewhat an oasis. He would like to have a connection going north to south and east to west through the City. Mr. Bredehoeft stated his focus was on bike safety. The current Parks Master Plan identifies trail plans. Mr. Mikkelson stated he would like to have a public hearing where the biking community could be heard.

Courtney McFadden urged the Council to further consider the construction of sidewalks and trails throughout the City noting that the city's walkability rating is low and throughout Village Vision you have residents asking for improved walkability.

Laura Wassmer stated that Ward 5 has been one of the most anti-sidewalk areas. Aside from Mission Valley, no other topic has elicited as much emotion and controversy than sidewalks and trails. If this were new development, she would have sidewalks everywhere, but not when you have to retrofit them into existing neighborhoods placing large sidewalks in residents front yards and telling them they are responsible for keeping them clear. It is a great concept, except in reality you are dealing with residents' personal property. She believes there should be sidewalks that connect to other sidewalks, but not 8' wide trails.

Courtney McFadden responded that she is aware of the history, but noted that there are areas in the City and in Ward 5 that are ready for and want sidewalks. For

example the area south of Franklin Park along Roe the sidewalks would all be on the opposite side of residents' privacy fences. The lack of sidewalks makes it difficult to get to Franklin Park. Ms Wassmer responded she does not support 8' wide trails. It is ok to discuss sidewalks, but she does not support a study.

Ted Odell reviewed the existing sidewalk policy. He sees trails as a separate issue and is ok with looking at them where it is possible.

Dan Runion asked about sidewalks on the 75th Street project. Keith Bredehoeft responded there is not sufficient easement the length of the project for trails; however, he noted within the corridor there will be improvements with sidewalks on the north and south side. These are all located primarily within the right-of-way.

Courtney McFadden stated that connectivity increases property value. Eric Mikkelson stated he has heard from residents who want sidewalks. He would like to move forward and talk about common grounds for connectivity.

Quinn Bennion noted that none of the proposed sidewalks/trails in Ward 5 were on private property. They were all within city right-of-way. The proposed Somerset Trail to Franklin Park were all in city right-of-way, not on any private property.

Jori Nelson asked about "share the road" signs. Keith Bredehoeft replied that when there are no designated bike lanes but you have wider roadways these signs are posted for shared vehicle and bike routes. Mrs. Nelson asked if it was a designation that the City would request. Mr. Bredehoeft stated he could look into it.

Ted Odell stated he does not want to put \$75,000 in the budget, but feels the Council needs to continue discussion. Mr. Mikkelson noted that if discussion turns into action, funding would not be available until 2016. He would like to see up to \$25,000 in the 2015 budget for walkability and bike routes.

City Council moved to continue this discussion in conjunction with the CIP budget presentation on June 16th by a vote of 8 to 4.

A-11 Snow Removal on Sidewalks

Ted Odell stated he is concerned with the \$85,000 price tag to contract this service, but would like to look at other alternatives. He is concerned with children walking to schools. Ruth Hopkins expressed her support.

Laura Wassmer noted it would need to be limited to snowfalls of a designated amount for specific areas. Mayor Shaffer asked who would decide what areas.

Steve Noll stated this would be a nightmare to administer. The City would pay a contract price upfront regardless of if the service was provided. It would create an expectation that you would need to be prepared to fulfill. The hardest part would be establishing priority areas.

Ruth Hopkins noted the City of Boston has "Adopt a School" program where volunteers clear school routes. Jori Nelson felt that was a good option. Laura Wassmer suggested the city provide snow blowers to volunteers.

Keith Bredehoeft suggested that some areas could be targeted by staff. The proposed \$85,000 could be spent for private contractors on one storm.

Eric Mikkelson stated that he felt commercial areas should be required by code enforcement to clear their walkways and those surrounding senior citizen complexes.

Andrew Wang moved to discuss this further after the adoption of the 2014 budget. The motion was seconded by Laura Wassmer and passed.

A-13 Island Maintenance and Statuary

Lisa Santa Maria noted there was \$4,000 in the current budget for this. Laura Wassmer stated she, Ruth Hopkins and Ashley Weaver are on the statuary committee

who are looking to identify the most valuable statues in the City by putting together a rating system looking at value of the statue, condition, and best preservation options. After that is determined then there can be a plan prepared. They would also like to see a line-item added to the Municipal Foundation that would allow residents to make donations for this work.

Eric Mikkelson asked if the City owned all of the islands & statuaries in the city. Steve Noll replied there is probably not a clear legal designation on all of the statuaries but particularly on the part of homes association, it is considered to be a city responsibility. Quinn Bennion noted all of the islands are located within City right-of-way and would be considered to be owned by the City.

With funding currently available, it was decided not to take any further action at this time.

Discussion on Employee Salary Pool

Quinn Bennion stated that one of the most difficult decisions he has to make is the annual recommendation for employee compensation. He takes this very seriously, and although there is no set formula, several items are taken into consideration. He looked at labor metrics such as the compensation cost for state and local government which increased 1.9% for the 12-month period ending March 14th. The SSA Cola effective January, 2014 is at 1.5%. He discussed with his peers from other cities what they are recommending and considered the financial status of the city. Being proposed for other Johnson County cities are merit pools of 1%+1.9%, cola to 6% with the average in the 3% to 4% range. Mr. Bennion stated he is recommending a 3.5% salary pool. The city does not have any cola or market adjustments. It is his desire to retain employees and remain competitive in the marketplace.

Each year the city sets salary ranges per position that identify the minimum and maximum an employee is paid. This action does not guarantee an increase in pay unless the employee's pay falls below the minimum. Salary increases are based on annual performance appraisals. Last year's salary pool was 3%. This did not mean every employee received a 3% increase in pay.

Dan Runion asked what a percentage increase represented in actual dollars. Mr. Bennion responded \$68,000 which includes related increases and other related costs such as KPERS and employment taxes.

Brooke Morehead asked about seasonal workers. Mr. Bennion stated the computation was based on the 108 full-time employees. There would be an additional 19 FTE seasonal employees. Mrs. Morehead asked if a comparison was done with non-governmental entities. Mr. Bennion noted the 2006 salary compensation study included both governmental and non-governmental entities. However, he added that there are very few government positions that relate directly to non-government positions; therefore, most of the comparisons are with governmental agencies. He also added that it is generally other governmental agencies who we are competing against for employees.

Laura Wassmer asked why he's recommending 3.5% vs. 3%. Mr. Bennion responded there is no formula. It is based on what others are doing, what is sustainable based on city revenues while staying competitive. Ms Wassmer expressed concern that going up to 3.5% would set an expectation and precedent in employees' minds. She is not sure the city wants to be at the higher end in terms of compensation and would be more comfortable with a 3% increase.

Eric Mikkelson asked if there was a comparative basis for salaries of other area cities with whom we compete. Quinn Bennion stated the city does participate in the MARC compensation study. There is not a clean and clear comparison. A customized commissioned salary study gets closer than a general study. Courtney McFadden agreed that even with similar titled positions it is not always an "apple to apple" comparison.

Quinn Bennion stated he could supply to the Council the results of the MARC study but a more detailed analysis would require a full compensation study. He noted that the cities of Merriam and Shawnee recently had full compensation studies completed. If the council opted to have a compensation study done, his recommendation would be to be committed to follow all the recommendations of the study. Mayor Shaffer noted that only some of the recommendations of the 2006 compensation study were followed.

Laura Wassmer stated she would rather give the money directly to the employees than to spend it on another compensation study. It is difficult to implement all the recommendations and it is a public document.

Dan Runion asked for a history of attrition of employees and possibly the reason for leaving. Mr. Bennion stated he would supply that. (a history of attrition of employees and possibly reason for leaving.)

Ted Odell stated the city has a great reputation due to the services provided by the employees and staff and he feels it is important to retain these employees and remain competitive. He supports the recommendation and moved to approve a 3.5% salary pool for the 2015 budget. The motion was seconded by Steve Noll and passed

by a 7 to 5 vote with the following voting in opposition: Runion, Nelson, Mikkelson, Wassmer & Morehead.

Discussion on Funding of Outside Agencies

Quinn Bennion reviewed a chart prepared for the Council showing the 2014 and 2015 budget amounts for funding of outside agencies such as MARC, Chamber, League and the support of city committees.

Brooke Morehead asked why JazzFest was not funded by the City as Villagefest and other committees are. Mr. Bennion responded that five years ago, when the event was formed, the committee stated they were not requesting funds and would raise funding for the event themselves.

Jori Nelson asked what the committees spent their funds on. Mr. Bennion stated that information could be provided to the Council based on 2013 actual expenditures.

Eric Mikkelson asked about the parks committee budget and was advised that it is included as part of the Public Works budget.

Brooke Morehead moved to continue discussion of this item to the June 2nd meeting. The motion was seconded by Jori Nelson.

Quinn Bennion stated that currently the only item on the June 2nd Council Committee agenda is the presentation of the city's operating budget.

NEW BUSINESS

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

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Prairie Village Arts Council	05/21/2014	7:00 p.m.
VillageFest Committee	05/22/2014	7:00 p.m.

Environment/Recycle Committee	05/28/2014	7:00 p.m.
Council Committee of the Whole	06/02/2014	6:00 p.m.
City Council	06/02/2014	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present an oil and acrylic exhibit by Wayne Wilkes as the May exhibit in the R. G. Enders Gallery

Recreation memberships are on sale through the City Clerk's Office. The pool opens on Saturday, May 24th at 11 a.m.

City offices will be closed Monday, May 26th in observance of the Memorial Day holiday. Deffenbaugh also observes this holiday so trash pick-up will be delayed one day.

The Prairie Village Art Fair will be May 30th through June 1st.

EXECUTIVE SESSION

Ashley Weaver moved pursuant to KSA 75-4319 (b) (1) that the Governing Body recess into Executive Session in the Multi-Purpose Room for a period not to exceed 15 minutes for the purpose of consulting with the City Attorney on matters of pending litigation. Present will be the Mayor, City Council, City Administrator and City Attorney. The motion was seconded by Ruth Hopkins and passed unanimously.

Mayor Shaffer reconvened the meeting at 9:50 p.m.

Ashley Weaver 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 40 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 Laura Wassmer and passed unanimously.

Mayor Shaffer reconvened the City Council meeting at 10:30 p.m.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned
at 10:30 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

June 2, 2014

Copy of Ordinance
2918

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
7318-7320	5/2/2014	82,466.69	
7321-7414	5/9/2014	388,694.00	
7415-7416	5/12/2014	710.00	
7417-7418	5/16/2014	8,326.01	
7419-7508	5/23/2014	208,170.90	
7509-7515	5/30/2014	174,082.44	
7509--7514			
Payroll Expenditures			
5/2/2014		246,624.15	
5/16/2014		256,603.25	
5/30/2014		288,188.50	
Electronic Payments			
Electronic Pmnts	5/5/2014	3,905.39	
Electronic Pmnts	5/6/2014	9,954.99	
Electronic Pmnts	5/8/2014	958.79	
Electronic Pmnts	5/9/2014	671.28	
Electronic Pmnts	5/16/2014	4,128.31	
Electronic Pmnts	5/19/2014	1,191.96	
Electronic Pmnts			
Electronic Pmnts			
TOTAL EXPENDITURES:			1,674,676.66
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			1,674,676.66

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

Passed this 2nd day of June 2014.

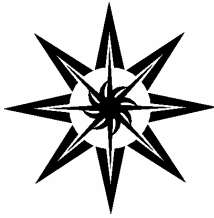
Signed or Approved this 2nd day of June 2014.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



VILLAGEFEST COMMITTEE

Council Meeting Date: June 2, 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 \$2,170.00.

Action Inflatables Mega Events
Debbie Jackson Productions

Giant Slide, Obstacle Course, Water Slide, Bounce House
DJ Service for main stage and pancake breakfast

FUNDING SOURCE

01-06-41-6014-005 - VillageFest

ATTACHMENTS

1. Contracts

PREPARED BY

Jeanne Koontz, Deputy City Clerk/Public Information Officer
May 29, 2014

**ENTERTAINMENT/ VENDOR AGREEMENT
2014**

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 2 day of May, 2014, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Action Inflatables Mega Events LLC, (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:

2. Type of Service Provided: the Vendor agrees to provide the following services:

Giant Slide
40 ft Obstacle Course
Ripcurl Water Slide
Slide/Bounce Combo
2 Generators
4 Employees

3. Hours of Operation: The Vendor shall provide services to the general public from 9:00 a.m. to 1:00 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 \$1,370.00, 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: Joe Shible
(signed)

Joe Shible
(typed name)

Owner
(typed title)

Action Inflatables Mega Events
(typed company name)

1717 N. Sunset
(typed address)

Olathe, KS 66061
(typed city, state, zip)

913-710-6651
(typed telephone number)

(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

**ENTERTAINMENT/ VENDOR AGREEMENT
2014**

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 16 day of may, 2014, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Debbie Jackson Productions, LLC., (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
Harmon Park Pavilion
2. Type of Service Provided: the Vendor agrees to provide the following services:

DJ services for the mainstage and pancake breakfast
3. Hours of Operation: The Vendor shall provide services to the general public from 8:30 am to 1:00 pm at the mainstage and 7:30 am to 11:00 am at the pancake breakfast 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 \$800.00 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 Deborah Jackson Tucci
(signed)

Deborah Jackson Tucci
(typed name)

Owner/ Operator
(typed title)

Debbie Jackson Productions LLC
(typed company name)

P. O. Box 68
(typed address)

Belton mo 64012
(typed city, state, zip)

816-547-3032
(typed telephone number)

5-16-14
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

Debbie Jackson Productions, LLC
PO Box 68, Belton, MO 64012 (816) 331-2848
www.debbiejacksonproductions.com

ENTERTAINMENT AGREEMENT

NAME: Marianne Noll/City of Prairie Village
PHONE: 913-381-6464 CELL: 913-262-1560
ADDRESS: 7700 Mission Rd.
CITY: Prairie Village, KS 66208

DATE OF EVENT: July 4, 2014 TYPE OF EVENT: Community festival
ADDRESS/DIRECTIONS: Main Stage, 77th & Mission Rd., Prairie Village, KS

TIME TO START MUSIC: 8:30am TIME TO STOP: 1:00pm

Total entertainment cost	\$450
Retainer fee	\$100
Amount due on or before date of event	\$350

Please make check payable to: Debbie Jackson Productions

The purchaser of the service, hereinafter referred to as "Employer", desires to employ Debbie Jackson Productions to provide entertainment and coordinate sound activities for one engagement. To accomplish the aforesaid purposes and in mutual consideration of the obligations entered into under this contract, it is hereby agreed by and between the said Employer and Debbie Jackson Productions as follows:

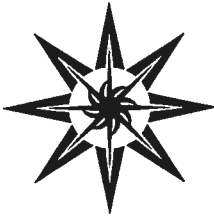
1. Debbie Jackson Productions agrees to provide to the Employer for compensation certain entertainment services which may include sound and light shows, background music and live entertainment and to provide a master of ceremonies to coordinate these entertainment and social activities.
2. The Employer, in consideration for these services, agrees to pay to Debbie Jackson Productions a non-refundable retainer fee with the return of this agreement and the performance fee by the date of the event. Fees for extended services outside the hours hereuntofore agreed upon in this contract, requested by the Employer, shall be due on the date of the event.
3. Debbie Jackson Productions agrees that either its owners or employees are authorized by the terms of this agreement to collect the remaining balance owed to Debbie Jackson Productions to execute the terms of this agreement.
4. The Employer agrees that as a condition precedent to the performance of the terms of this agreement, he will have prior to the time of the engagement, secured the facilities for the engagement as well as any and all stamps, licenses, authorizations and permits that are necessary and proper to allow Debbie Jackson Productions to execute the terms of the agreement.
5. Liability of Debbie Jackson Productions shall not exceed the total cost of DJ services.
6. Shall Employer breach the terms of this agreement in any way, the Employer agrees that Debbie Jackson Productions will retain the total amount of the retainer fee as liquidated damages and is not a penalty.
7. Balance due date and late fee: The Employer agrees that he will pay to Debbie Jackson Productions the balance due on the date said services are provided to Employer by Debbie Jackson Productions. Should the Employer fail to do so, he agrees to pay reasonable attorney fees, a \$15.00 late fee plus 18% per year interest on the final balance due and all other costs and expenses necessarily incurred for the recovery of that amount.

WHEREFORE, for the mutual consideration herein expressed, the parties have executed this Agreement this
16 day of may, 20 14.

CLIENT SIGNATURE _____

DEBBIE JACKSON PRODUCTIONS REPRESENTATIVE
SIGNATURE _____

Debbie Jackson



JAZZ FESTIVAL COMMITTEE

**Council Meeting Date: June 2, 2014
CONSENT AGENDA**

Consider Agreement with Prairie Village Post for advertising services for the Jazz Festival

RECOMMENDATION

Recommend the City Council approve an advertising agreement with the Prairie Village Post for promotional and advertising services at a cost of \$1300.

BACKGROUND

Jack Shearer and JD Kinney, representing the JazzFest Committee, met with Dan Blom of the Prairie Village Post regarding providing advertising and promotional services for the 2014 Prairie Village Jazz Festival. The attached agreement provides for services from June 1, 2014 through the festival on September 6th and reflects a 45% discount.

The JazzFest Committee met via telephone conferencing on Friday, May 23rd and voted unanimously to approve the negotiated contract with the PV Post for promotional and advertising services at a cost of \$1300.

FINANCIAL IMPACT

Execution of this contract will commit \$1300 from the JazzFest account which has a current balance of \$9,971.88.

ATTACHMENTS

Contract
Minutes of 3/23/2014

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: May 23, 2014

JAZZFEST COMMITTEE SPECIAL MEETING
May 23, 2014

Present: Donelea Hesse, Gloria Shearer, Jack Shearer, Dan Andersen, Kyle Kristofer, Larry Kopitnik and Joyce Hagen Mundy; unable to attend, but voting via e-mail: Brooke Morehead, Diane Mares.

Jack Shearer called to order the Special Meeting of the JazzFest Committee held via telephone conferencing on Friday, May 23, 2014 at 1:30 p.m.

The purpose of the meeting was to take official action on a proposal received by the PV Post for advertising and marketing services at a cost of \$1300. (a 45% discount from regular pricing)

Donelea Hesse moved the committee approve the proposal from the PV Post for advertising and marketing services at a cost of \$1300. The motion was seconded by Larry Kopitnik and passed unanimously.

The meeting was adjourned at 1:40 p.m.

ADVERTISING AGREEMENT



This **AGREEMENT**, effective June 1, 2014, is for advertising services provided by the

Prairie Village Post to: Prairie Village Jazz Festival

Advertiser address: _____
(Street) (City, state, zip)

Contact information: Jack Shearer (913) 208-2299
(Contact name) (Phone)

jrsl43@gmail.com
(E-mail)

Length of ad run (please check):

Ad type (please check):

- Months 3
- 6 months
- 12 months
- TF
- Weeks _____
- Partial run (see notes)
- Insertions _____
- Editable Ad

- Marquee (300x250 pixel graphic)
- Impact (300x250 pixel graphic)
- Local Business (170x283 pixel graphic)
- Topline (728x90 pixel graphic)
- Calendar (300x250 pixel graphic)
- Sponsored Post
- Event Page (300x600 pixel graphic)
- Newsletter ((160x600 pixel graphic)

Rate: \$ Custom

Notes: Details provided on contract addendum

Ad creation fee: \$ 0

Ad creation fees of \$100 donated

Total cost: \$ 1300

Ad run dates:

Start: June 1, 2014

End: September 6, 2014

Signed:

Agent for advertiser: _____
(Name - please print) (Date)

(Signature)

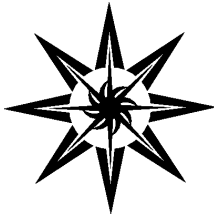
Agent for Prairie Village Post: Dan Blom  May 12, 2014
(Name) (Signature) (Date)

Terms and Conditions

- Advertiser will be invoiced the first day of the month for ads to run during that calendar month or quarter. Payment is due within 30 days. Checks are payable to "Senter Communications LLC."
- Advertising promotion under this contract is limited to the named advertiser only unless explicitly noted in Advertising Agreement. These terms do not apply to political advertising.
- Monthly ads are reserved on a calendar-month basis. An ad can begin in mid-month depending on availability and will be pro-rated for the partial days (one month minimum on Local Business ads).
- Display advertiser will receive 50 percent of page views for Impact, Local Business and Calendar ads. Topline and Marquee receive one-third of page views. Newsletter ads receive 100 percent of page views.
- The advertiser is responsible for providing ad graphics to the Prairie Village Post two days in advance of the scheduled start of the ad run. Graphics should be emailed to jsenter@pvpost.com. Advertiser is responsible for notifying PVPost.com of any corrections.
- The advertiser is permitted (and encouraged) to change out the graphics and text in the ad. Changes will be made at no charge if updated graphics and text are e-mailed in ready to use format.
- The advertiser also can purchase access to an application that allows the client to change content on demand through a Facebook or Twitter account.
- Graphics and text for advertisements can be created for an advertiser by the Prairie Village Post for an additional fee of \$25 per ad creation.
- Graphics files for all ads should be delivered in .jpg or .gif format. Fifteen-second animations are permitted. Please see specifications for all ad sizes.
- For TF contracts, the ad will run until the advertiser cancels for the next full month.
- The Prairie Village Post reserves the right to refuse to run an ad or to stop running an ad for any reason at any time. In the event the Prairie Village Post refuses to run or stops running an ad provided by an advertiser, the advertising agreement will be considered null and void, and the Prairie Village Post will provide a pro-rated refund for any paid services outlined in the advertising agreement that it has not delivered. Prairie Village Post may suspend ad services for non-payment.
- If an ad run is interrupted for a significant period by disrupted Web site functionality (downed servers, etc...), the Prairie Village Post will extend the length of the ad run to compensate for lost time.

Prairie Village Post

P.O. Box 8005
Prairie Village, KS 66208
913-207-5192
dblom@pvpost.com



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 August 2014 thru the last day of school in May 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



CITY CLERK DEPARTMENT

**Council Meeting Date: June 2, 2014
CONSENT AGENDA**

Consider Reissuance of Quit Claim Deed for Village Presbyterian

RECOMMENDATION

Recommend the City Council authorize the Mayor to execute the reissuance of a Quit Claim Deed with the Village Presbyterian Church and related easements.

BACKGROUND

Paul Null with the Department of Records and Tax Administration in Johnson County, Kansas, notified Village Presbyterian Church and the City that the county lost the original Quit Claim Deed approved February 5, 1990, prior to its being recorded. They have requested the City reissue the Deed so that there would be an original recorded and on file with Johnson County.

City Attorney Katie Logan has prepared the necessary documents for execution upon the City Council's approval. .

ATTACHMENTS

Copies of original documents
Reissue documents for execution

PREPARED BY

Joyce Hagen Mundy
City Clerk

May 19, 2014

KANSAS QUIT CLAIM DEED
CORPORATION

THIS INDENTURE, Made this 5th day of February A.D., 1990 ,
between THE CITY OF PRAIRIE VILLAGE

a municipal corporation duly organized, incorporated, and existing under and by
virtue of the laws of the State of KANSAS , and having its principal place
of business at PRAIRIE VILLAGE in the State of KANSAS ,
of the first part, and VILLAGE PRESBYTERIAN CHURCH (U.S.A.)
of JOHNSON County, in the State of KANSAS , of the
second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of
TEN DOLLARS, to THE CITY OF PRAIRIE VILLAGE

duly paid, has sold, and by these presents do Remise, Release and Quitclaim unto
the said party of the second part, their heirs and assigns, forever,
all that tract or parcel of land situated in the County of and State of Kansas, and
described as follows, to-wit:

All that part of the west 110.13 feet of the north 50 feet of Lot C,
Block 8, Indian Hills, a subdivision of land in the City of Prairie
Village, Johnson County, Kansas, except for any existing sanitary
sewer easements, utility easements, Brush Creek channel and other
storm drainage easements of record, or any other easement or right-
of-way in which the grantor presently has an interest over said
property,

with the appurtenances, and all the estate, title, and interest of the said party
of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with
the appurtenances, unto the said party of the second part, their heirs and
assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed
to be signed on its behalf, by its Mayor, thereunto duly authorized so to do,
and to be attested by its City Clerk, and has caused its common seal to be hereunto
affixed, the day and year last above written.

Monroe Toliafero
2/5/90
Mayor

Attest:

Joyce Marie Munde, City Clerk

PERMANENT PEDESTRIAN WAY AND SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Village Presbyterian Church (U.S.A.) party of the first part, does hereby grant and convey unto the City of Prairie Village, Kansas, party of the second part, its successors and assigns, a Permanent Pedestrian Right-of-way to lay, construct, maintain, alter and repair such pedestrian sidewalks, etc., which are on or abutting said real property with the right of ingress and egress, over and through the following premises in Johnson County, Kansas, to-wit:

An eight (8) foot wide pedestrian way and sidewalk easement, the center line of which is described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of Section 15, Township 12 South, Range 25 East of the Sixth Principal Meridian; thence S 00°00'00" W along the West line of said Quarter 17.08 feet to the point of beginning; thence N 89°39'09" E, 219.78 feet to a point 15.79 feet south of the North line of said Quarter; thence N 75°51'35" E, 101.65 feet to a point 9.02 feet North of the North line of said Quarter; thence S 89°36'48" E, 70.80 feet to a point 8.53 feet North of the North line of said Quarter, said point being the intersection of an extension of the East line of Lot 7, of Indian Hills Block 7 Subdivision in the City of Prairie Village, Johnson County, Kansas, with the last described course;

for the sole use of said party of the second part, as and for pedestrian way sidewalk purposes within said county; when same shall cease to be used for said purposes, to revert to the grantors, their successors, assigns or grantees.

IT IS HEREBY Mutually Understood and Agreed that said first party hereby waives any claim for damages of any and every kind occasioned by the location of said pedestrian way and sidewalk or in its construction, improvement, reconstruction and maintenance.

THIS AGREEMENT is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seal on this, the 28th day of February, A.D., 1990.

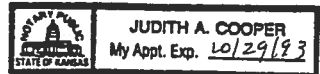
WITNESS:

Helena Lane J. F. Porter III
Financial Secretary Church Administrator

STATE OF Kansas
COUNTY OF Johnson

Be It Remembered that on this 28 day of February, 1990 before me the undersigned Notary Public, personally came J. F. Porter III, who is personally known to me to be the same person who executed the foregoing instrument of writing, and as such person, duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Prairie Village, KS on the day and year last above written.



Judith A. Cooper
Notary Public

My Commission Expires:
10/29/93

PERMANENT STORM DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Village Presbyterian Church (U.S.A.)
party of the first part, of 6641 Mission Road, Prairie Village;
Johnson County, Kansas

does hereby grant and convey unto the City of Prairie Village, Kansas, party of
the second part, its successors and assigns, a Permanent Storm Drainage Right-
of-way to lay, construct, maintain alter and repair such storm sewers, drainage
ditches, channels, etc., which are on or abutting said real property with the
right of ingress and egress, over and through the following premises in Johnson
County, Kansas, to-wit:

All that part of the west 110.13 feet of the north 50 feet of Lot C,
Block 8, Indian Hills, a subdivision of land in the City of Prairie
Village, Johnson County, Kansas, except for any existing sanitary
sewer easements, utility easements, Brush Creek channel and other
storm drainage easements of record or any other easement or right-
of-way in which the grantor presently has an interest over said
property,

for the sole use of said party of the second part, as and for storm drainage
purposes within said County; when same shall cease to be used for said purposes,
to revert to the grantors, their successors, assigns or grantees.

THIS AGREEMENT is binding upon the heirs, executors, administrators, successors
and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seal on this,
the 28 day of February, A.D., 1990.

WITNESS:

Helen Dain
Financial Secretary

J. F. Peter III
Church Administrator

STATE OF Kansas
COUNTY OF Johnson

Be It Remembered that on this 28 day of February,
1990, before me the undersigned Notary Public, personally came
J. F. Peter III who is personally known to me to be the same
person who executed the foregoing instrument of writing, and as such
person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
Prairie Village, KS on the day and year last above written.



Judith A. Cooper
Notary Public

My Commission Expires: 10/29/93

**KANSAS QUIT CLAIM DEED
CORPORATION**

THIS INDENTURE, Made this ____ day of _____, 2014, between THE CITY OF PRAIRIE VILLAGE a municipal corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of KANSAS, and having its principal place of business at PRAIRIE VILLAGE in the State of KANSAS, of the first part, and VILLAGE PRESBYTERIAN CHURCH (U.S.A.) of JOHNSON County, in the State of KANSAS of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of TEN DOLLARS, to THE CITY OF PRAIRIE VILLAGE duly paid, has sold, and by these presents do Remise, Release and Quitclaim unto the said party of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of and State of Kansas, and described as follows, to-wit:

All that part of the west 110.13 feet of the north 50 feet of Lot C, Block 8, Indian Hills, a subdivision of land in the City of Prairie Village, Johnson County, Kansas, except for any existing sanitary sewer easements, utility easements, Brush Creek channel and other storm drainage easements of record, or any other easement or right-of-way in which the grantor presently has an interest over said property,

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said party of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its Mayor, thereunto duly authorized so to do, and to be attested by its City Clerk, and has caused its common seal to be hereunto affixed, the day and year last above written.

Ronald L. Shaffer, Mayor

Attest:

Joyce Hagen Mundy, City Clerk

STATE OF KANSAS

COUNTY OF JOHNSON

Be It Remembered that on this ___ day of _____, 2014, before me the undersigned Notary Public, personally came Ronald L. Shaffer, Mayor, and Joyce Hagen Mundy, City Clerk who are personally known to me to be the same persons who executed the foregoing instrument of writing, and as such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Commission Expires:

PERMANENT PEDESTRIAN WAY AND SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Village Presbyterian Church (U.S.A.) party of the first part, does hereby grant and convey unto the City of Prairie Village, Kansas, party of the second part, its successors and assigns, a Permanent Pedestrian Right-of-way to lay, construct, maintain, alter and repair such pedestrian sidewalks, etc., which are on or abutting said real property with the right of ingress and egress, over and through the following premises in Johnson County, Kansas, to-wit:

An eight (8) foot wide pedestrian way and sidewalk easement, the center line of which is described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of Section 15, Township 12 South, Range 25 East of the Sixth Principal Meridian; thence S 00°00'00" W along the West line of said Quarter 17.08 feet to the point of beginning; thence N 89°39'09" E, 219.78 feet to a point 15.79 feet south of the North line of said Quarter; thence N 75°51'35" E, 101.65 feet to a point 9.02 feet North of the North line of said Quarter; thence S 89°36'48" E, 70.80 feet to a point 8.53 feet North of the North line of said Quarter, said point being the intersection of an extension of the East line of Lot 7, of Indian Hills Block 7 Subdivision in the City of Prairie Village, Johnson County, Kansas, with the last described course;

for the sole use of said party of the second part, as and for pedestrian way sidewalk purposes within said county; when same shall cease to be used for said purposes, to revert to the grantors, their successors, assigns or grantees.

IT IS HEREBY Mutually Understood and Agreed that said first party hereby waives any claim for damages of any and every kind occasioned by the location of said pedestrian way and sidewalk or in its construction, improvement, reconstruction and maintenance.

THIS AGREEMENT is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantor has hereunto set its hand on this, the ____ day of _____, 2014.

Village Presbyterian Church (U.S.A.)

Printed Name and Title: _____

STATE OF _____

COUNTY OF _____

Be It Remembered that on this ___ day of _____, 2014, before me the undersigned Notary Public, personally came _____ who is personally known to me to be the same person who executed the foregoing instrument of writing, and as such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Commission Expires:

PERMANENT STORM DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Village Presbyterian Church (U.S.A.) party of the first part, of 6641 Mission Road, Prairie Village, Johnson County, Kansas does hereby grant and convey unto the City of Prairie Village, Kansas, party of the second part, its successors and assigns, a Permanent Storm Drainage Right-of-way to lay, construct, maintain alter and repair such storm sewers, drainage ditches, channels, etc., which are on or abutting said real property with the right of ingress and egress, over and through the following premises in Johnson County, Kansas, to-wit:

All that part of the west 110.13 feet of the north 50 feet of Lot C, Block 8, Indian Hills, a subdivision of land in the City of Prairie Village, Johnson County, Kansas, except for any existing sanitary sewer easements, utility easements, Brush Creek channel and other storm drainage easements of record or any other easement or right-of-way in which the grantor presently has an interest over said property,

for the sole use of said party of the second part, as and for storm drainage purposes within said County; when same shall cease to be used for said purposes, to revert to the grantors, their successors, assigns or grantees.

THIS AGREEMENT is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantor has hereunto set its hand on this, the ___ day of _____, 2014.

Village Presbyterian Church (U.S.A.)

Printed Name and Title: _____

STATE OF _____

COUNTY OF _____

Be It Remembered that on this ___ day of _____, 2014, before me the undersigned Notary Public, personally came _____ who is personally known to me to be the same person who executed the foregoing instrument of writing, and as such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Commission Expires:

Jeff Porter

From: Null, Paul, RTA [Paul.Null@jocogov.org]
Sent: Tuesday, May 06, 2014 2:32 PM
To: Jeff Porter
Subject: Deed question

Mr. Porter; My name is Paul Null and I work for the Department of Records and Tax Administration in Johnson County, Kansas. It is my understanding you have had contact with staff at the County Appraisers Office on an issue in regards to parcel OP15000008 000C. If you have any availability this week, please contact me at 913-715-0782. If I am away from my desk please leave me a contact number I will get in touch with you at soon as possible. Thanks and look forward to hearing from you.

Paul A. Null
Department of Records and Tax Administration
913-715-0782
paul.null@jocogov.org

 Please consider the environment before printing my e-mail



PLANNING COMMISSION

Council Meeting Date: June 2, 2014

PC2014-03 Consider Request for Special Use Permit for the operation of a Day Care at 4805 West 67th Street

RECOMMENDATION

Recommend the City Council adopt Ordinance 2235 granting a Special Use Permit to allow the operation of a Day Care at 4805 West 67th Street subject to the conditions recommended by the Planning Commission.

BACKGROUND

The Kansas City Autism Training Center, 4805 West 67th Street has been located in Prairie Village for eight years and are requesting renewal of the Special Use Permit to operate a child care center in the Faith Lutheran Church located at 4805 W. 67th Street. KcATC plans to provide care for up to 60 children between the ages of 2-1/2 to 12. The center will operate year around Monday - Friday, 7:30 am to 5:30 pm. The center will be closed holidays; and spring, summer and winter breaks. The projected enrollment includes 18 children diagnosed with autism receiving one-on-one therapy and 42 non-autistic children enrolled in the preschool. The preschool has a one to five staff to student ratio. They have 28 staff employees.

KcATC will provide professional, research-based interventions and training for children with a pervasive developmental disorder and their families. This center will also provide education to parents, educators, therapists and other direct service providers in the Kansas City area.

The child care center occupies two floors of the education wing of the church. Four classrooms, an office, and a storage room are used on the ground floor and four rooms are used on the first floor. There is an existing courtyard that is accessed from the ground floor that serves as the outdoor exercise and play area. The courtyard is bound by the building on the east, west and south sides and a wall and fence complete the enclosure on the north side. The applicant has made significant improvements to the playground area and renovations to the facility for their program

There was no one present to address the Commission on this application and the public hearing was closed at 7:10 p.m.

Planning Commission found favorably on both sets of factors and recommended approval of the renewal of the Special Use Permit for KcATC Child Care Center at 4805 W. 67th Street to the Governing Body subject to the following conditions:

1. That the child care center be approved for a maximum of 60 children and be contained within the existing building and courtyard as presented by the applicant.
2. That the child care center be permitted to operate year-round from 7:00 am to 6:00 pm subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for a period of five (5) years from the date of Governing Body approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and Governing Body.
4. That the child care center be in compliance with all state and local code requirements.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

The Governing Body (which includes the Mayor and City Council) shall make its findings of fact based on the "Golden Factors" and either:

- A. Adopt the recommendation of the Planning Commission and approve the Special Use Permit which requires a majority of those present, or
- B. Override the recommendation of the Planning Commission by a 2/3 vote of the Governing Body (9 votes), and deny the Special Use Permit, or
- C. Return the recommendation to the Planning Commission by a simple majority vote of the quorum present with a statement specifying the basis for the City Council's failure to approve or disapprove the recommendation.
- D. Continue the item to a designated meeting by a simple majority of the quorum present.

RELATED TO VILLAGE VISION

LRN1 Promote continued support of schools within the community.

ATTACHMENTS

Draft of Planning Commission minutes of May 6, 2014
Staff Report & Application for PC2014-03
Proposed Ordinance

PREPARED BY

Joyce Hagen Mundy
City Clerk
Date: May 12, 2014

PLANNING COMMISSION MINUTES
May 6, 2014

DRAFT

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 6, 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Vice Chairman Bob Lindeblad called the meeting to order at 7:00 p.m. with the following members present: Nancy Wallerstein, Jim Breneman, Larry Levy, Randy Kronblad and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Kate Gunja, Assistant City Administrator; Jim Brown, Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

INTRODUCTION OF NEW COMMISSION MEMBERS

Vice Chairman Bob Lindeblad welcomed Jim Breneman and Larry Levy who were appointed by Mayor Shaffer to the Planning Commission on April 7th.

APPROVAL OF MINUTES

Nancy Vennard noted a typographical error on the last page of the minutes in the second paragraph "wither" should be "whether" and moved the approval of the Planning Commission minutes of April 1, 2014, as corrected. The motion was seconded by Randy Kronblad and passed by a vote of 4 to 0 with Breneman and Levy abstaining.

ELECTION OF OFFICERS

Bob Lindeblad stated with the resignation Ken Vaughn, the position of Planning Commission Chairman is vacant and asked for nominations for Chairman, Vice-Chairman and Commission Secretary.

Nancy Vennard nominated Bob Lindeblad to serve as Chairman of the Planning Commission. Randy Kronblad seconded the motion and with no additional nominations the motion was passed unanimously.

Nancy Wallerstein nominated Nancy Vennard to serve as Vice-Chairman of the Planning Commission. Randy Kronblad seconded the motion and with no additional nominations the motion was passed unanimously.

Nancy Vennard nominated Joyce Hagen Mundy to serve as Secretary of the Planning Commission. Jim Breneman seconded the motion and with no additional nominations the motion was passed unanimously.

PUBLIC HEARINGS

DRAFT

PC2014-03 Renewal of Special Use Permit for Daycare Program 4805 West 67th Street

Bob Lindeblad announced that as a member of Faith Lutheran Church, the owner of the facility used by the Kansas City Autism Training Center, he would be recusing himself from participation in PC2014-03 the request for renewal of the Special Use Permit for a Daycare Program at 4805 West 79th Street and left the room.

Vice-Chairman Nancy Vennard reviewed the procedure for the public hearing and confirmed with the Planning Commission Secretary that the appropriate notices had been published and mailed.

Ron Johnson, Executive Director of the Kansas City Autism Training Center, 4805 West 67th Street, noted they have been located in Prairie Village for eight years and are requesting renewal of the Special Use Permit to operate a child care center in the Faith Lutheran Church located at 4805 W. 67th Street. KcATC plans to provide care for up to 60 children between the ages of 2-1/2 to 16. The center will operate year around Monday - Friday, 7:30 am to 5:30 pm. The center will be closed holidays; and spring, summer and winter breaks. The projected enrollment includes 18 children diagnosed with autism receiving one-on-one therapy and 42 non-autistic children enrolled in the preschool. The preschool has a one to five staff to student ratio. They have 28 staff employees.

KcATC will provide professional, research-based interventions and training for children with a pervasive developmental disorder and their families. This center will also provide education to parents, educators, therapists and other direct service providers in the Kansas City area.

The childcare center occupies two floors of the education wing of the church. Four classrooms, an office, and a storage room are used on the ground floor and four rooms are used on the first floor. There is an existing courtyard that is accessed from the ground floor that serves as the outdoor exercise and play area. The courtyard is bound by the building on the east, west and south sides and a wall and fence complete the enclosure on the north side.

A neighborhood meeting was not required since no one appeared at the original approval.

There was no one present to address the Commission on this application and the public hearing was closed at 7:10 p.m.

Ron Williamson noted the original Special Use Permit was considered and recommended for approval by the Planning Commission on May 3, 2011, and approved by the Governing Body on May 16, 2011, subject to the following conditions:

1. That the childcare center be approved for a maximum of 50 children and be contained within the existing building and courtyard as presented by the applicant.
2. That the child care center be permitted to operate year-round from 7:00 am to 6:00 pm subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for a period of three years from the date of City Council approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and City Council.
4. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

Randy Kronblad confirmed the initial Special Use Permit was for three years with the renewal being for a five-year period.

Mr. Williamson noted the applicant has made significant improvements to the playground area. Mr. Johnson stated they had received grant funds for the playground improvements and noted that overall they had spent between \$120,000 and \$150,000 on renovations to the facility for their program.

Vice Chairman Nancy Vennard led the Commission in the following review of the findings of fact required by the City's Code and the "Golden Factors":

FACTORS FOR CONSIDERATION SPECIFIC TO SPECIAL USE PERMITS:

1. **The proposed special use complies with all applicable provisions of these regulations including intensity of use regulations, yard regulations, and use limitations.**

The childcare program is contained within an existing building and fenced playground, which is in compliance with the zoning regulations.

2. **The proposed special use at the specified location will not adversely affect the welfare or convenience of the public.**

The childcare program will be an asset to the community because it will provide a much-needed service for taking care of children with pervasive developmental disorders. Continued approval of this location will allow the expansion of this service.

3. **The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The childcare center is located within an existing structure and will not create any problems for the adjacent property in the neighborhood. The City has not received any complaints on the use since it started operation.

4. **The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of**

neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.

The childcare center is within an existing building and no new construction will occur. Therefore, the use will not have a dominating effect on the existing neighborhood.

5. **Off-street parking and loading areas will be provided in accordance with standards set forth in these regulations and said areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious affect.**

The childcare center uses the existing off-street parking and loading areas adjacent to Roe Avenue that are currently being provided by the church. The childcare center will not be operating at the same time as other events at the church and should not create a conflict. The parking lot is large and should easily accommodate the traffic and parking needs.

6. **Adequate utility, drainage and other necessary utilities have been or will be provided.**

Since this use occupies an existing facility, utility services are already provided.

7. **Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent hazards and to minimize traffic congestion in public streets and alleys.**

Adequate entrance and exit drives currently exist off Roe Avenue and the childcare center utilizes the existing infrastructure that is already in place.

8. **Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessary intrusive noises.**

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

9. **Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.**

The special use has not required any changes in the exterior architecture or style of the existing building.

GOLDEN FACTORS FOR CONSIDERATION:

1. **The character of the neighborhood;**

The neighborhood is predominantly single-family dwellings to the north, south, east, and west. The existing property is a church.

2. **The zoning and uses of property nearby;**

North: R-1A Single-Family District - Single Family Dwellings
East: R-1A Single-Family District - Single Family Dwellings
South: R-1A Single-Family District - Single Family Dwellings
West: R-1B Single-Family District - Single Family Dwellings

DRAFT

3. The suitability of the property for the uses to which it has been restricted under its existing zoning;

The property is zoned R-1A Single-Family Residential District which permits single-family dwellings, churches, schools, public building, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a variety of uses available and it can accommodate uses that complement the primary use as a church.

4. The extent that a change will detrimentally affect neighboring property;

The use has been in existence for approximately two years and has not created any detrimental neighborhood issues. The renewal request is for 60 students, an increase of 10 students.

5. The length of time of any vacancy of the property;

The church was built in 1961 and, to our knowledge, has never been vacant.

6. The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners;

The project is within an existing building that will not have any exterior modifications. The applicant will be able to better utilize the property and no hardship will be created for adjacent property owners.

7. City staff recommendations;

The use has been in operation for approximately two years with no complaints; the use is within an existing building with no exterior changes; the use will have minimal impact on the neighborhood; and the use provides a needed service for preschool children that is in demand in Prairie Village. It is recommended that it be approved for five years so that it can be reevaluated to be sure that it does not adversely affect the neighborhood.

8. Conformance with the Comprehensive Plan.

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The childcare center is an amenity that will improve quality of life in Prairie Village and help make it a desirable location for young families. This application for renewal of the Special Use Permit of the child care center is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Randy Kronblad moved that Planning Commission find favorably on both sets of factors and recommend approval of the renewal of the Special Use Permit for KcATC Child Care Center at 4805 W. 67th Street to the Governing Body subject to the following conditions:

1. That the childcare center be approved for a maximum of 60 children and be contained within the existing building and courtyard as presented by the applicant.
2. That the child care center be permitted to operate year-round from 7:00 am to 6:00 pm subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for a period of five (5) years from the date of Governing Body approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and Governing Body.
4. That the child care center be in compliance with all state and local code requirements.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

The motion was seconded by Nancy Wallerstein and passed by a vote of 5 to 0.

Site Plan Approval

Ron Williamson noted that since the use is entirely contained within an existing building and courtyard, and no physical changes are proposed to the exterior of the building or site, site plan approval is not necessary.

Chairman Bob Lindeblad returned to the meeting and chair.

NON PUBLIC HEARINGS

PC2014-110 Temporary Use Permit for a Summer Camp 4801 West 79th Street

Carla Allen with Children's Mercy South stated they are requesting a Temporary Use Permit to provide an eight-week Summer Treatment Program for approximately 40 children with ADHD. This is the first year for the program to be in Prairie Village. It has been held in Overland Park the past two years. The program will be held at the Kansas City Christian School from June 2, 2014 to July 25, 2014. The hours of operation will be 7:30 am to 5:30 pm; Monday, Tuesday, Wednesday, Friday and 7:30 am to 8 pm on Thursday. The program will use three classrooms, the cafeteria, the gymnasium, and the outdoor playgrounds.

Ron Williamson stated the proposed Summer Treatment Program will use the existing building, parking lots, and outdoor areas and there will be no changes made to the property. Therefore, no site plan is required. Since the short-term use is for more than 30 days, it requires Planning Commission approval.

The Planning Commission may approve the temporary use permit provided that the application meets the following:

1. The applicant shall submit in written form a complete description of the proposed use, including drawings of proposed physical improvements, estimated accumulation of automobiles and persons, hours of operation, length of time requested, and other characteristics and effects on the neighborhood.

ORDINANCE 2310

AN ORDINANCE RENEWING THE SPECIAL USE PERMIT FOR THE OPERATION OF A CHILD CARE PROGRAM BY KANSAS CITY AUTISM TRAINING CENTER (KcATC) AT 4805 WEST 67th STREET, PRAIRIE VILLAGE, KANSAS

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

Section I. Planning Commission Recommendation. At its regular meeting on May 6, 2014, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the City Council approve a Special Use Permit for the operation of Child Care Center by the Kansas City Autism Training Center (KcATC) at 4805 West 67th Street subject to the following conditions:

1. That the child care center be approved for a maximum of 60 children and be contained within the existing building and courtyard as presented by the applicant.
2. That the child care center be permitted to operate year-round from 7:00 am to 6:00 pm subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for a period of five (5) years from the date of Governing Body approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and Governing Body.
4. That the child care center be in compliance with all state and local code requirements.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

Section II. Findings of the Governing Body. At its meeting on June 2, 2014, the Governing Body adopted by specific reference the findings as contained in the minutes of the Planning Commission meeting of May 6, 2014, and the recommendations of the Planning Commission and approved the Special Use Permit as docketed PC2014-03..

Section III. Granting of the Special Use Permit. Be it therefore ordained that the City of Prairie Village grant a Special Use Permit for Kansas City Autism Training Center (KcATC) to operate a Child Care Center at 4805 West 67th Street, Prairie Village, Kansas subject to the five specific conditions listed above.

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

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 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**

LOCHNER

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Ron Williamson, FAICP, Lochner, Planning Consultant
DATE: May 6, 2014, Planning Commission Meeting

Project # 00009686

Application: PC 2014-03

Request: Renewal of Special Use Permit for KcATC Child Care Center

Property Address: Faith Lutheran Church, 4805 W. 67th Street

Applicant: Kansas City Autism Training Center (KcATC)

Current Zoning and Land Use: R-1A Single-Family Residential District - Church

Surrounding Zoning and Land Use: North: R-1A Single-Family District – Single Family Dwellings
East: R-1A Single-Family District – Single Family Dwellings
South: R-1A Single-Family District – Single Family Dwellings
West: R-1B Single-Family District – Single Family Dwellings

Legal Description: Metes and Bounds

Property Area: 2.97 acres

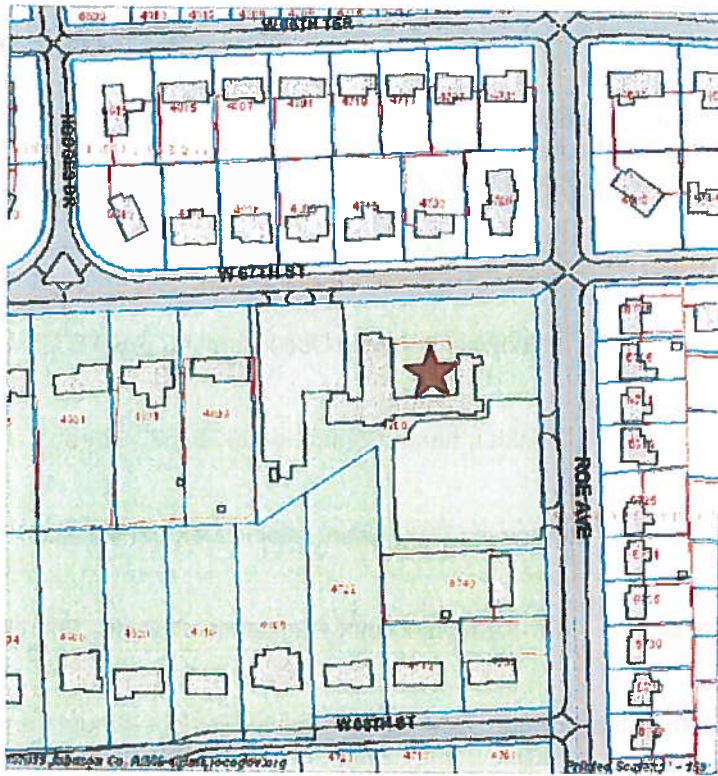
Related Case Files: PC 2011-02 Special Use Permit for KcATC Child Care Center
PC 2008-02 Special Use Permit for T-Mobile
PC 2008-05 Special Use Permit for T-Mobile

Attachments: Application, Site Plan, Project Photos

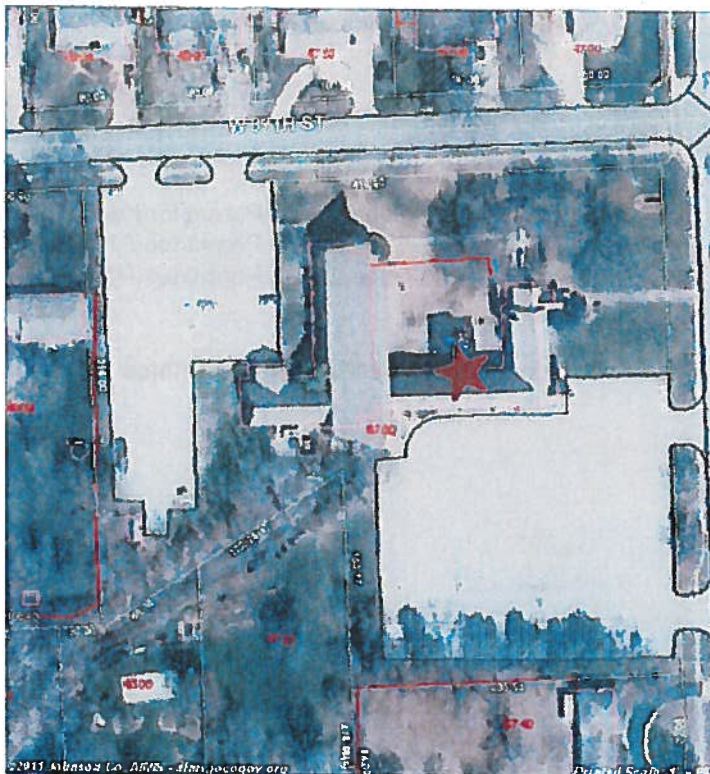
LOCHNER

903 East 104th Street | Suite 800 | Kansas City, Missouri 64131-3451 | P 816.363.2696 | F 816.363.0027
engineering | planning | architecture

General Location Map



Aerial Map



COMMENTS:

The Kansas City Autism Training Center (KcATC) is requesting renewal of the Special Use Permit to operate a child care center in the Faith Lutheran Church located at 4805 W. 67th Street. KcATC plans to provide care for up to 60 children between the ages of 2-1/2 to 12. The center will operate year around Monday - Friday, 7:30 am to 5:30 pm. The center will be closed holidays; and spring, summer and winter breaks. The projected enrollment includes 18 children diagnosed with autism receiving one-on-one therapy and 42 non-autistic children enrolled in the preschool.

The original Special Use Permit was considered and recommended for approval by the Planning Commission on May 3, 2011, and approved by the Governing Body on May 16, 2011, subject to the following conditions:

1. That the child care center be approved for a maximum of 50 children and be contained within the existing building and courtyard as presented by the applicant.
2. That the child care center be permitted to operate year-round from 7:00 am to 6:00 pm subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for a period of three years from the date of City Council approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and City Council.
4. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

KcATC will provide professional, research-based interventions and training for children with a pervasive developmental disorder and their families. This center will also provide education to parents, educators, therapists and other direct service providers in the Kansas City area.

A recent study indicates that one (1) out of every 110 children born has autism, and that if a child is born with autism; there is a higher chance that siblings will also be autistic. Unfortunately, autism seems to be increasing and facilities need to be established to provide the proper care and training.

According to the plans submitted, the child care center occupies two floors of the education wing of the church. Four classrooms, an office, and a storage room are used on the ground floor and four rooms are used on the first floor. There is an existing courtyard that is accessed from the ground floor that serves as the outdoor exercise and play area. The courtyard is bound by the building on the east, west and south sides and a wall and fence complete the enclosure on the north side.

A neighborhood meeting was not required since no one appeared at the original approval.

There has been a court decision that Special Use Permits are in reality a change in use and should be considered in the same manner as a zoning change is considered using the "Golden Factors". The Special Use Permit ordinance has factors for consideration

similar but not identical to the “Golden Factors” and therefore, both sets of factors will be presented.

The Planning Commission shall make findings of fact to support its recommendation to approve, conditionally approve, or disapprove this Special Use Permit. In making its decision, consideration should be given to any of the following factors that are relevant to the request:

FACTORS FOR CONSIDERATION SPECIFIC TO SPECIAL USE PERMITS:

- 1. The proposed special use complies with all applicable provisions of these regulations including intensity of use regulations, yard regulations, and use limitations.**

The child care program is contained within an existing building and fenced playground which is in compliance with the zoning regulations.

- 2. The proposed special use at the specified location will not adversely affect the welfare or convenience of the public.**

The child care program will be an asset to the community because it will provide a much needed service for taking care of children with pervasive developmental disorders. Continued approval of this location will allow the expansion of a much needed service.

- 3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The child care center is located within an existing structure and will not create any problems for the adjacent property in the neighborhood. The City has not received any complaints on the use since it started operation.

- 4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: a) the location, size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The child care center is within an existing building and no new construction will occur. Therefore, the use will not have a dominating effect on the existing neighborhood.

- 5. Off-street parking and loading areas will be provided in accordance with standards set forth in these regulations and said areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious affect.**

The child care center uses the existing off-street parking and loading areas adjacent to Roe Avenue that are currently being provided by the church. The child care center will not be operating at the same time as other events at the church and should not create a conflict. The parking lot is large and should easily accommodate the traffic and parking needs.

6. Adequate utility, drainage and other necessary utilities have been or will be provided.

Since this use occupies an existing facility, utility services are already provided.

7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent hazards and to minimize traffic congestion in public streets and alleys.

Adequate entrance and exit drives currently exist off Roe Avenue and the child care center utilizes the existing infrastructure that is already in place.

8. Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessary intrusive noises.

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

9. Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed structure is to be built or located.

The special use has not required any changes in the exterior architecture or style of the existing building.

GOLDEN FACTORS FOR CONSIDERATION:

1. The character of the neighborhood;

The neighborhood is predominantly single-family dwellings to the north, south, east, and west. The existing property is a church.

2. The zoning and uses of property nearby;

North: R-1A Single-Family District - Single Family Dwellings

East: R-1A Single-Family District - Single Family Dwellings

South: R-1A Single-Family District - Single Family Dwellings

West: R-1B Single-Family District - Single Family Dwellings

3. The suitability of the property for the uses to which it has been restricted under its existing zoning;

The property is zoned R-1A Single-Family Residential District which permits single-family dwellings, churches, schools, public building, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a variety of uses available and it can accommodate uses that complement the primary use as a church.

4. The extent that a change will detrimentally affect neighboring property;

The use has been in existence for approximately two years and has not created any detrimental neighborhood issues. The renewal request is for 60 students; an increase of 10 students.

5. The length of time of any vacancy of the property;

The church was built in 1961 and, to our knowledge, has never been vacant.

6. The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners;

The project is within an existing building that will not have any exterior modifications. The applicant will be able to better utilize the property and no hardship will be created for adjacent property owners.

7. City staff recommendations;

The use has been in operation for approximately two years with no complaints; the use is within an existing building with no exterior changes; the use will have minimal impact on the neighborhood; and the use provides a needed service for preschool children that is in demand in Prairie Village. It is recommended that it be approved for five years so that it can be reevaluated to be sure that it does not adversely affect the neighborhood.

8. Conformance with the Comprehensive Plan.

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The child care center is an amenity that will improve quality of life in Prairie Village and help make it a desirable location for young families. This application for renewal of the Special Use Permit of the child care center is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

RECOMMENDATIONS:

It is the recommendation of Staff that the Planning Commission find favorably on both sets of factors and recommend approval of the KcATC Child Care Center at 4805 W. 67th Street to the Governing Body subject to the following conditions:

1. That the child care center be approved for a maximum of 60 children and be contained within the existing building and courtyard as presented by the applicant.
2. That the child care center be permitted to operate year-round from 7:00 am to 6:00 pm subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for a period of five (5) years from the date of Governing Body approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and Governing Body.
4. That the child care center be in compliance with all state and local code requirements.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

Site Plan Approval

Since the use is entirely contained within an existing building and courtyard, and no physical changes are proposed to the exterior of the building or site, site plan approval is not necessary.

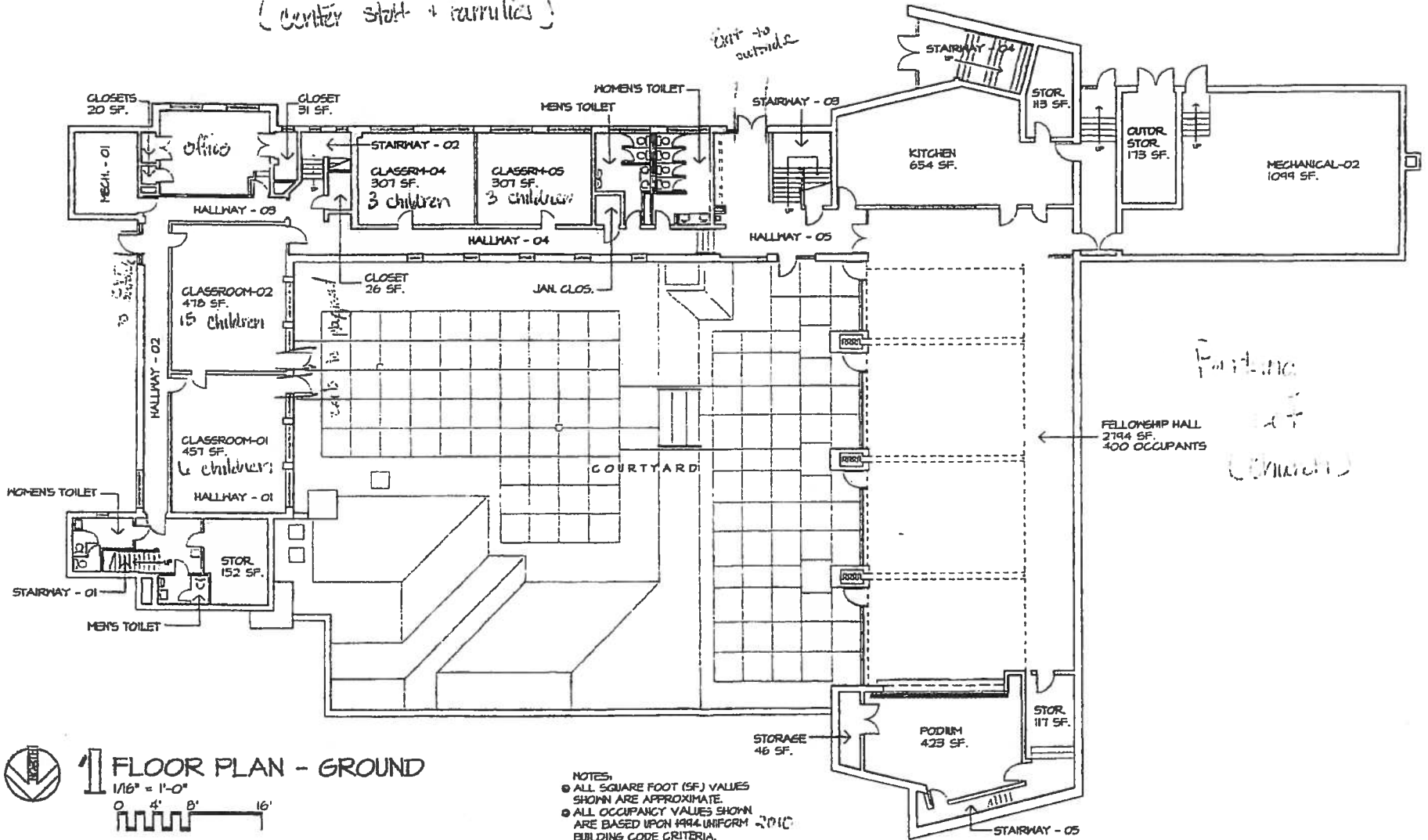


Courtyard Playground



Classroom Area

Parking Lot
(center street + families)



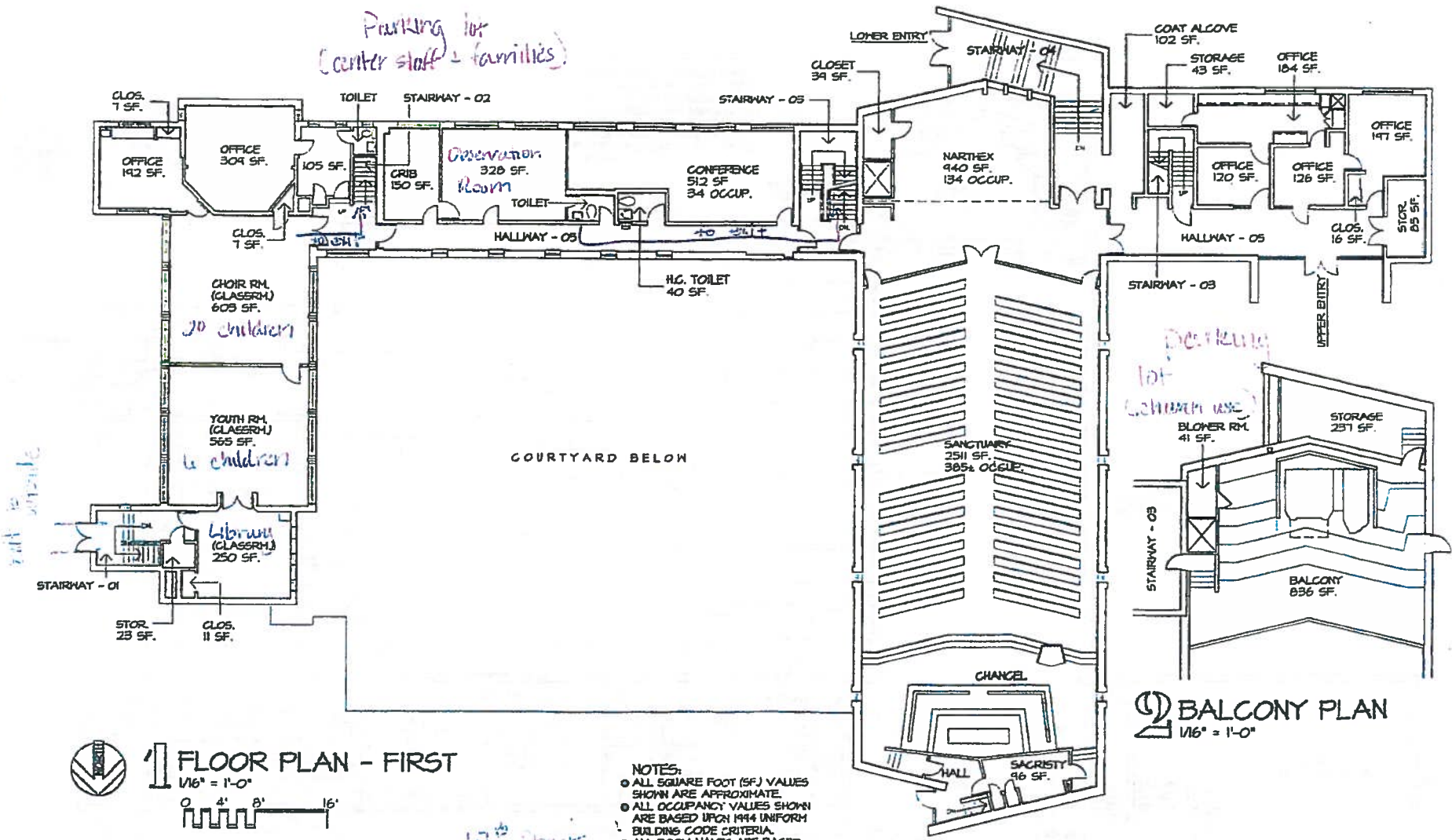
1 FLOOR PLAN - GROUND

1/16" = 1'-0"



- NOTES:
- 1. ALL SQUARE FOOT (SF.) VALUES SHOWN ARE APPROXIMATE.
 - 2. ALL OCCUPANCY VALUES SHOWN ARE BASED UPON 1994 UNIFORM BUILDING CODE CRITERIA.
 - 3. ALL ROOM NAMES ARE BASED UPON CURRENT SPACE USAGE.

1st Floor



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ORDINANCE 2310

AN ORDINANCE RENEWING THE SPECIAL USE PERMIT FOR THE OPERATION OF A CHILD CARE PROGRAM BY KANSAS CITY AUTISM TRAINING CENTER (KcATC) AT 4805 WEST 67th STREET, PRAIRIE VILLAGE, KANSAS

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

Section I. Planning Commission Recommendation. At its regular meeting on May 6, 2014, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the City Council approve a Special Use Permit for the operation of Child Care Center by the Kansas City Autism Training Center (KcATC) at 4805 West 67th Street subject to the following conditions:

1. That the child care center be approved for a maximum of 60 children and be contained within the existing building and courtyard as presented by the applicant.
2. That the child care center be permitted to operate year-round from 7:00 am to 6:00 pm subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for a period of five (5) years from the date of Governing Body approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and Governing Body.
4. That the child care center be in compliance with all state and local code requirements.
5. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

Section II. Findings of the Governing Body. At its meeting on June 2, 2014, the Governing Body adopted by specific reference the findings as contained in the minutes of the Planning Commission meeting of May 6, 2014, and the recommendations of the Planning Commission and approved the Special Use Permit as docketed PC2014-03..

Section III. Granting of the Special Use Permit. Be it therefore ordained that the City of Prairie Village grant a Special Use Permit for Kansas City Autism Training Center (KcATC) to operate a Child Care Center at 4805 West 67th Street, Prairie Village, Kansas subject to the five specific conditions listed above.

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

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 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

MAYOR'S ANNOUNCEMENTS

June 2, 2014

Committee meetings scheduled for the next two weeks include:

Planning Commission	06/03/2014	7:00 p.m.
Sister City Committee	06/09/2014	7:00 p.m.
JazzFest Committee	06/12/2014	7:00 p.m.
Council Committee of the Whole	06/16/2014	6:00 p.m.
City Council	06/16/2014	7:30 p.m.

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The Prairie Village Arts Council is pleased to a mixed media exhibit by Helen Benson as the June exhibit in the R. G. Endres Gallery. The artist reception will be Friday, June 13, from 6:30 - 7:30 p.m.

Recreation memberships are on sale through the City Clerk's Office.

INFORMATIONAL ITEMS

June 2, 2014

1. Planning Commission Agenda - June 3, 2014
2. Sister City Committee Minutes - February 10, 2014
3. Tree Board Minutes - April 2, 2014
4. Park & Recreation Committee Minutes - April 9, 2014
5. Environment/Recycle Committee Minutes - April 23, 2014
6. VillageFest Committee Minutes - April 24, 2014
7. Council Committee of the Whole Minutes - May 19, 2014
8. Mark Your Calendars

PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY JUNE 3, 2014
7700 MISSION ROAD
7:00 P.M.

- I. ROLL CALL
- II. INTRODUCTION OF NEW COMMISSION MEMBERS
- III. APPROVAL OF PC MINUTES - MAY 6, 2014
- IV. PUBLIC HEARINGS
- V. NON-PUBLIC HEARINGS
 - PC2014-114 Sign Standards
5300 West 94th Terrace
Zoning: C-0
Applicant: Fast Signs of Overland Park
 - PC2013-120 Preliminary & Plat Approval
Chadwick Court
Zoning: RP-1b
Applicant: Robert Royer
- VI. OTHER BUSINESS
- VII. ADJOURNMENT

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

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

PRAIRIE VILLAGE
SISTER CITY COMMITTEE MINUTES
February 10, 2014

Members in attendance: Jim Hohensee, Carole Mosher, Ivan Novikov, Bob Glywa, Vera Glywa, Cindy Dwigans. Also attending: Danielle Dulin, Assistant to City Administrator.

January 2014 meeting minutes: Carole Mosher made a motion to approve the minutes from the February meeting and Bob Glywa seconded. The minutes were approved.

Committee member resignation: Aaron Noll withdrew from the committee due to lack of time. Vera Glywa made a motion to accept Aaron's resignation and Bob Glywa seconded. Jim Hohensee will ask Aaron for a written or email resignation. Jim made a motion to recommend that the City Council appoint Ivan Novikov to be put on the Sister City Committee in Aaron's place. Bob seconded the motion. Ivan will fill out an application, and Jim will ask the City Council to appoint Ivan.

Foreign exchange students' reception: The reception was very successful, and everyone enjoyed it. Cindy Dwigans made a motion to reimburse Bob Glywa for his expenses in taking photographs and making CDs for the students. The expenses are \$20. Jim Hohensee seconded the motion. Carole Mosher will send Ivan Novikov the names of the three students who attended. He will deliver the CDs to the Shawnee Mission East H.S. office to be given to the students. Carole will submit her expenses for the refreshments.

Visit to Dolyna, Ukraine, August 2014: Prairie Village Mayor Ron Shaffer and Stoney Bogan are planning not to go to Dolyna Days (August 7-10) this year in light of the current political instability.

Remote committee meetings: The possibility of holding some committee meetings by conference call, Skype, or other technological methods was discussed. Some people could participate virtually and some in person.

Presentation about South Africa: Jim Hohensee suggested that Lee Shultz, the honorary consul for South Africa, might be able to do a presentation about South Africa. Jim will talk to Lee about when he could do it. April is a possibility.

Bricks: Danielle Dulin said that the Arts Council has not yet come up with guidelines for content for all bricks.

Social media: The social media subcommittee has not yet met, and will schedule a meeting.

Earth Fair: The Earth Fair is on Saturday, April 14, at Shawnee Mission East High School.

Sister City International meeting: Cindy Dwigans suggested that Bob McGowan attend to represent the Sister City Committee. Ivan Novikov is also interested.

Dolyna Photo Club exhibit: Maybe this could be held in September. The Dolyna Photo Club is very interested. Their point of contact is Maria. We will ask her for 50-60 photos and choose around 40. They will be printed 12" x 18" so that we can use the mats left over from the previous photo show. The Sister

City Committee will schedule a work day at City Hall to assist Bob Glywa to mat and frame the photos. Jim Hohensee will check the date with Danielle Dulin, who is coordinating with the Arts Council for the date of the photo show.

Next committee meeting, April 2014: The next Sister City Committee meeting will be held on Monday, April 14, 2014.

Adjournment: The meeting was adjourned at 7:45 p.m.

<u>MEMBERS</u>		
1	Cindy	Dwigans
2	Bob	Glywa
3	Vera	Glywa
4	Jim	Hohensee
5	Peter	Jarosewycz
6	Bob	McGowan
7	Carole	Mosher
8	Aaron	Noll
9	Craig	Stramel
student	Ivan	Novikov
liaison	Ron	Shaffer

Non-member:

Danielle Dulin, Assistant to City Administrator

TREE BOARD

City of Prairie Village, Kansas

MINUTES (DRAFT)

Wednesday April 2, 2014
Public Works Conference Room
3535 Somerset Drive

Board Members: Jack Lewis, Greg VanBooven, Deborah Nixon, Luci Mitchell, Rick Howell, Linda Marcusen

Other Attendees: Suzanne Lownes, Bill Billings, Jonathan Pruitt, Cole Welch (Land 3 Studio), Peter Gogol (Countryside East Homes Assoc.),

Jack Lewis called the meeting to order at 6:00 p.m. with a quorum present.

1) Review and Approve Minutes of March 5, 2014- Motion by Deborah Nixon, second by Luci Mitchell. **Approved unanimously.**

2) Sub-Committee Report

2.1) EAB – The Tree Board members reviewed the recommendation for 2014 to be to use the EAB funding to remove and replant all 12” or small City Ash Trees and then start with the largest of the poor rated trees until the funding was utilized. The Board then began discussing options on what recommendation to make going forward. The Tree Board concluded to recommend removing the remainder of the 1’s (Poor) and 2’s (Fair) trees. They decided at this time not to recommend treatment but could look at it in the future.

2.2) Arbor Day Planning – The Board was reminded that the Arbor Day event will be at Franklin Park on Saturday, April 26th at 9:00am. Deborah Nixon stated that she would go out and pick a spot to plant the new tree. The Board discussed tree options and decided on a Ginkgo (male). Rick Howell stated that he would work on getting a tree donated.

3) Old Business – Luci Mitchell reminded the group about the Earth Day event on Saturday, April 12th and asked for volunteers to help her at the event.

4) New Business

4.1) Prairie Village Shopping Center Mission Lane Review – Cole Welch with Land 3 Studio brought in plans to review for the Mission Lane portion of the project. The Tree Board moved to accept the landscape plan with the following changes:

- That the Saucer Magnolias on the south side be changed to Star or Sweet Bay Magnolias.
- That the Green Mountain Sugar Maples in front of Hen House be changed to Armstrong Red Maples.

- On the Southeast exit that the sightlines be checked on the Ann Magnolias and look at switching to Prince William or Autumn Brilliance Serviceberry. Also to look at Japanese Holly and Rose substitutions
- That the Purple Fountain Grass be changed to Shenandoah Switch Grass.

5) Next Meeting

The Arbor Day Event will be April 26, 2014 at 9:00am at Franklin Park

The next meeting will be May 7, 2014 at 6:00pm at the Public Works Facility.

The meeting adjourned at 7:20 p.m.

Minutes prepared by Suzanne Lownes.

PARK AND RECREATION COMMITTEE

April 9, 2014

City Hall

Park and Recreation Committee met at 7:00 PM. In attendance: Laura Wassmer, Chair, Diane Pallanich, Kevin Letourneau, Eric Blevins, Lauren Wolf, 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 March 12, 2014

Mr. Letourneau moved and Ms. Mares seconded to approve the minutes with the amendment of correcting the next meeting date to April 9, 2014. Motion passed unanimously.

Reports

1. Public Works Report

Mr. Bredehoeft indicated that there had been some issues with vandalism in the portable toilets in Porter Park, and measures were being taken to discourage the behavior. The pool in Taliferro Park is being removed, and Windsor Park play equipment and rubber mats are being repaired. Mr. Bredehoeft stated that the security lighting at Bennet Park had been fixed in cooperation with KCPL, but in regards to undergrounding the electricity in McCrum, the City will be responsible for the entire cost. Mr. Bredehoeft explained that staff had met with the schools that use the tennis courts at Harmon Park, and it has been decided that it is best to only interrupt one season; therefore, the rehabilitation of the tennis courts will happen in late summer through fall of 2014.

2. Recreation Report

Ms. Dulin indicated that Rob Cole would be returning to Prairie Village after a brief hiatus as the head swim coach, and that swim team registration opened and pool memberships went on sale as of April 1.

3. Chairperson's Report

Ms. Wassmer reported that she had just walked the proposed disc golf course layout, and it was coming together very nicely. Ms. Wassmer announced that Eric Blevins was resigning from the Parks and Recreation Board as he was moving out of the City, and now there are vacancies in Wards 4,5, & 6 as well as the student representative positions on the Committee.

New Business

Old Business

1. Discussion of recreation scholarship eligibility

Ms. Dulin briefly summarized that discussion from the previous meeting regarding recreation scholarship eligibility and provided the Committee with the dollar amounts raised for recreation scholarships each year by the Municipal Foundation and explained the current application and award process. The Committee discussed the household income requirements and the dollar amount of scholarships that were being rewarded versus the dollar amount being raised. Ms. Dulin explained

that the Municipal Foundation is committed to supporting recreation scholarships, and if for some reason more scholarships were awarded than money for scholarships was raised, the Municipal Foundation would be able to cover the difference. The Committee decided to increase the household income eligibility from to 150% of the federal poverty level for a 100% scholarship, and 185% of the federal poverty level for a 50% scholarship. For the 2015 recreation season, the Committee would like to see an application deadline. At that time, if money was still available after the 50% and 100% scholarships had been awarded, 25% scholarships could be awarded to individuals that were between the 185 and 200% federal poverty level.

Information Items

- Next Meeting—Park Tour, May 14, 2014 @ 5:30 PM at Windsor Park

Meeting adjourned at 8:10 PM.

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

Minutes, April 23, 2014

Pete Jarchow, for the Steering Committee, opened the meeting at 7:00 p.m. Attending were Pete, Thomas O'Brien, Barbara Brown, Margaret Goldstein, Karin McAdams, Kate Gunja, Ben Claypool, Deb English, Ruth Hopkins and Al Pugsley. Visitors included Bob Fraga, tonight's speaker, and Linda Ray.

The minutes from March 26 were approved as written.

Speaker: Robert Fraga, author of the book *The Greening of Oz*:

- He visited Greensburg soon after the devastating tornado of May 4, 2007, and just before the city made the decision to rebuild in the most sustainable way possible.
- His book describes the tornado in interviews with many who were present and then details the rebuilding efforts, often from the viewpoint of those involved. His presentation and photographs summarized those efforts and brought us up to date on the town as it is now.

Reports and business:

- **Earth Fair –**
 - Members of the Earth Fair committee reported that Linda Gourley did an excellent job of coordinating the fair and requested that the PVERC offer her a bonus of \$500. They also suggested that if she is willing to coordinate the fair next year, she should be offered \$2000 instead of this year's \$1500.
 - The committee approved a motion to increase next year's stipend to \$2000. City people felt that a retroactive bonus was commendable but irregular; the steering committee will meet with Kate Gunja to work it out.
 - The Earth Fair was well attended and very successful.
- **Community Gardens – Thomas O'Brien:**
 - The composing event was highly successful and will be repeated in the fall.
 - The budget for next year has been worked out.
- **Village Fest – Deb English:**
 - Deb has met with the Village Fest committee.
 - The fish pond activity has several needs: posters showing what can and can't be recycled (hard to attach, given the location of the booth; could use yard sign frames).
 - The PVERC flyer, which could be distributed there, needs updating.
 - Bridging the Gap has offered to share games that are more interesting to adults.

- We can offer the plastic bag survey, launched at the Earth Fair, again. Perhaps we can offer a survey or at least information on composting food waste.

- **Education Committee**

- The plastic bag survey conducted at the Earth Fair showed strong support for either a fee for plastic bags or a ban. 85% favored a ban, while 80% opted for a fee.
- The committee will now meet regularly on the second Thursday of the month at Panera at 7:00 p.m.

Old Business:

- The steering committee and Kate Gunja will discuss the 2015 budget.
- There is interest in following up on the idea of curbside pickup of food waste. If Deffenbaugh agreed, committee members could buy their own food waste containers and put it out with the yard waste for collection. Individuals are looking into ways to work with the homes associations. [Note from Kate Gunja: it would be appropriate to bring the food waste issue before the City Council.]
- The City Council will be looking again at their decision not to renew committee memberships for some individuals, mostly ones with long tenures.

The meeting adjourned at 8:55 pm.

The next meeting will be held on May 28 at 7:00 p.m.

Respectfully submitted,

Karin McAdams

VILLAGEFEST COMMITTEE

April 24, 2014

The VillageFest Committee met April 24, 2014 at 7:00 pm. Present and presiding, Co-Chairs Marianne Noll and Cindy Clark. Members present: Susan Forrest, Toby Fritz, Patty Jordan, Wes Jordan, Deke Rohrbach, Bill Billings, Byron Roberson and Jeanne Koontz.

Minutes

Toby moved to approve the minutes from March 27, 2014. Susan seconded the motion and it passed unanimously.

Staff Reports

A. Administration

Jeanne reported that the Johnson County League of Women Voters have inquired about renting a booth space. The Show Stoppers Drill Team has expressed interest in attending. The cost is \$100-300 for a 25-30 minute performance for 25 people. The committee discussed having them perform at the pavilion and questioned whether that space would work for them. The committee would like more information before proceeding with a decision.

B. Public Works

Bill reported the green fence has arrived and they will begin working on a new event map.

C. Police Department

Med-Act, child fingerprinting and Headstrong for Jake will return.

Planning Group Assignments

A. Children's Craft Center - Patty Jordan

Patty requested an additional \$200 for her craft center budget. The funds will go toward the purchase of a photo printer, ink and photo paper. The two crafts are a photo frame with picture and a door hanger. Patty reported that Home Depot has committed to coming again this year.

B. Decorations - Patty Jordan

Patty reported the balloons have been ordered and will be the same as last year. The cost went up approximately \$28 due to the increase in helium prices.

C. Crafts - Barb Shaw

Cindy reported that six applications have been received. Barb is working on follow-ups with other craft vendors.

D. Pie Baking Contest - Theresa Gibbons and Danielle Dulin

Marianne reported that Theresa has confirmed 5 judges and Danielle is finalizing the application.

E. Community Spirit Award - Toby Fritz

The committee reviewed the proposed artwork. Suggestions were made to move the logo around to make it more balanced. The cost per piece is \$50 which the cost of the previous awards. The committee requested the designer make the proposed changes.

F. History Display - Ted Fritz

Marianne stated that she believes if we allow the Irish Brigade to bring weapons as part of the re-enactment that the City Council will not approve funding for VillageFest again. Wes Jordan stated the state passed legislation that will likely allow open carry in public parks beginning July 1. However, the Council does not want to promote the carrying of weapons in parks. The committee

affirmed that allowing weapons at VillageFest does not fit in with the spirit of the event and they do not want guns at the event.

G. Food Vendors - Susan Forrest
No report.

H. Entertainment - Deke Rohrbach
Deke reported that Flashback is booked, as well as, Jim Cosgrove and Funky Mama.

I. Information Booth - Deke Rohrbach
Deke requested copies of maps to hand out. The committee discussed various giveaway ideas and liked the idea of handing out an item with the VillageFest logo. Committee members should send ideas to Jeanne, Marianne or Cindy. Suggestions will be sent to the committee before the next meeting.

J. Volunteers - Tracy Landing
Cindy reported that Tracy is still working on volunteers. Please provide a list of volunteer needs to Tracy.

K. Fire Department - Tony Lopez
Marianne noted the committee has discussed an extraction or the Mayor could go up in the bucket truck again and throw shirts to the crowd.

L. Sponsorships - Marianne Noll & Jeanne Koontz
Marianne said she is following up with past sponsors.

M. Marketing - Marianne Noll & Jeanne Koontz
We will begin to get more active on Facebook. In the next couple of years, we will work on a flyer re-design.

N. Patriotic Service - Marianne Noll
The committee discussed various ideas for the Patriotic Service including a Fife and Drum Corps, a Calliope, the Wounded Warrior Project, Dancerz Unlimited and having the scouts present the colors.

The next meeting is May 29, 2014 at 7:00 pm. The meeting adjourned at 8:16 pm.

Marianne Noll & Cindy Clark
Co-Chairs

COUNCIL COMMITTEE OF THE WHOLE
May 19, 2014

The Council Committee of the Whole met on Monday, May 19, 2013 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Ashley Weaver with the following members present: Mayor Ron Shaffer, Ashley Weaver, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher. 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; Nic Sanders, Human Resources Manager and Joyce Hagen Mundy, City Clerk.

***COU2014-16 Consider approval of a contract with Metro Asphalt, Inc. for the 2014 Street Repair Program**

Keith Bredehoeft stated that on April 18, 2014, the City Clerk opened bids for Project P5001, 2014 Street Repair Program. Four bids were received:

Metro Asphalt, Inc.	\$130,074.25
McConnell & Associates Corp.	\$150,500.00
Little Joe's Asphalt, Inc.	\$171,417.45
McAnany Construction Inc.	\$312,200.00
Engineers Estimate	\$149,385.00

This program consists of asphalt street repairs at various locations throughout the City addressing areas where settlement or deterioration has occurred, and making repairs to those areas. There is \$150,000 budgeted for this project and the contract will be awarded for that amount. Locations of repairs will be adjusted (increased) to utilize the \$150,000 budget.

City staff has reviewed the bids for accuracy and found no errors. Funding is available in the 2014 Capital Infrastructure Program Project P5001.

Jori Nelson asked about the location of the work. Mr. Bredehoeft replied there were several locations throughout the city and that he could get her a map.

Brooke Morehead questioned the accuracy of the bid specifications. Mr. Bredehoeft responded that the bid specifications were created based on staff estimates to complete work on the selected streets (see engineer's estimate). Since the low bid came in lower than the estimate more work will be able to be done with the \$150,000 budgeted for the project.

Laura Wassmer made the following motion, which was seconded by Brooke Morehead and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN
THE CONSTRUCTION CONTRACT WITH METRO ASPHALT, INC.
FOR PROJECT P5001: 2014 STREET REPAIR PROGRAM IN THE
AMOUNT OF \$150,000.00.**

**COUNCIL ACTION TAKEN
05/19/2014**

COU2014-17 Consider Purchase of Laptops for Police Department Vehicles

Tim Kobe, Police Communications Supervisor, stated the Department's current laptops were put into service in 2009 and that the XP platform that is no longer supported by Microsoft. Microsoft is not providing security support and updates, the system is vulnerable to viruses and the potential compromise of sensitive information.

The Department has worked with the IT Committee to allocate the needed funds as part of the Equipment Reserve Fund to replace the laptops and docking stations in each marked patrol unit. The laptops are part the Intergraph Network, a multiagency initiative, which exclusively uses Panasonic brand laptops. Quotes were received from the two most predominate Panasonic vendors - Turn-Key Mobile and CDW-G. In addition to the actual purchase costs have been included for warranty, memory upgrade, docking stations and adaptors, hard drives and installation. The installation and upgrades will be done by the city's IT consultant. A cost breakdown is reflected below:

Costs Estimates:

20 laptops (this includes two backup computers to mitigate downtime)	\$40,320
3-year warranty	3,900
memory upgrade	2,100
18 docking stations	10,368
DC adaptors	2,879
hard drives	2,300
installation costs (\$83 per vehicle)	1,411
3% contingency	1,898
TOTAL	\$65,176

Mission Hills Reimbursement: \$13,000 (approximately)

Eric Mikkelson asked if it would be possible to load the new operating system on the existing laptops. Mr. Kobe replied it is possible, but he believes it will cause other issues. He noted that other agencies have chosen to make the change to Windows 7.

Andrew Wang stated he had IT responsibilities for his company and feels it is reasonable for the City to purchase new laptops rather than simply upgrade from XP to Windows 7. He asked how often claims had been made on the warranty. Mr. Kobe responded that there have not been any recent claims made, noting that most of the problems have been able to be resolved by in-house IT. Mr. Wang asked if the warranty was needed. Nic Sanders responded that purchasing the

warranty is considered to be a "best practices" decision. He noted the laptops are in and out of vehicles on a regular basis. Panasonic has a very good warranty program.

Terrence Gallagher asked what would be done with the current laptops. Nic Sanders responded they would likely be sold through "Purple Wave" or donated to Goodwill. He noted five to six years is a long time for a laptop and they have nominal value.

Eric Mikkelson asked Mr. Sanders if he agreed with Mr. Wang. Mr. Sanders responded that it is more cost effective in the long term to purchase a new operating system with a new laptop.

Eric Mikkelson asked if Mission Hills had approved the purchase and their payment. Chief Jordan responded it was approved by the Mission Hills City Council at their last meeting. He noted that most other agencies have a three year rotation on this equipment and the City has gotten almost twice that lifespan. He stated the cost of the new units is 50% less than the cost of the original units five years ago.

Ted Odell made the following motion, which was seconded by Andrew Wang and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE PURCHASE OF 20
PANASONIC LAPTOP COMPUTERS FROM TURN-KEY MOBILE
AND INSTALLATION, HARDWARE AND LABOR AT A TOTAL
COST NOT TO EXCEED \$65,176.00**

**COUNCIL ACTION TAKEN
05/19/2014**

2015 Budget Overview and Significant Budget Considerations

Quinn Bennion stated the budget presentation will cover the following five components: 1) Introduction, 2) Presentation of Updated Revenue Forecast, 3) Significant Budget Considerations, 4) Discussion on Salary Pool and 5) Funding of outside agencies.

Introduction

Mr. Bennion stated the proposed budget is fiscally sound, maintains the current level of services, staffing levels remain the same (except for additional .5 Codes position approved last month) and there is no increase in mill levy. Staff is looking Council feedback and direction. He noted the items on the significant budget considerations are not included in the proposed budget. The money taken from the CIP in the past to fund the bond debt will be returned to the CIP for needed infrastructure maintenance.

Presentation of Revenue Projections

Lisa Santa Maria noted that the budget follows the reporting requirements of the state. with all funds rolled up into the following four categories: Personnel Services; Contract Services; Commodities and Capital Outlay. Revenue projections are based on 2013 actual. The General Fund revenue is projected to increase by 8.4% due to the shift from bond interest back into the General Fund. She noted without this the projected increase would be approximately 2%. Sales tax is projected to increase by 4.3% with an increase of 1.9% projected on assessed property valuations. Charge for services is projected to increase 2.4%

The impact of the shift of \$830,000 from the Bond & Interest Fund to the General Fund was reflected in the General Fund Property Tax projections. These funds were diverted from the city's CIP funds over the past years to cover the interest for the bonds issued for CIP projects. These funds will now be returned to the CIP budget.

Significant Budget Items

Quinn Bennion noted these items are not currently included in the proposed budget. They were reviewed by the Finance Committee at their meeting last week. If any of these items are to be added to the budget, it needs to be determined now so the necessary adjustments can be made in the proposed budget to fund the items.

Council members stated they wanted to discuss further the following items:

- A-2 City Publication - Village Voice
- A-5 Purchase of Green Space
- A-7 Closing the pool on weekdays after the start of school
- A-10 Parks Master Plan - Bike Friendly routes & lanes
- A-11 Snow removal on sidewalks

A-2 City Publications

Brooke Morehead stated she would like to discuss going to a magazine format similar to that used by the City of Mission and others. Quinn Bennion stated this was discussed three years by the Communications Committee. Some of the concerns expressed were maintaining the integrity of the City and what type of advertising should be allowed. At that time the advertising cost would offset the printing, but the City would be responsible for the mailing costs. Andrew Wang added that the magazine would go out quarterly as opposed to the Bi-monthly Village Voice.

Laura Wassmer added that the cost savings sufficient to merit the change. She noted the Village Voice is easily read and citizens are able to find the information they need. Andrew Wang noted there were also concerns with the editorial comments.

Ruth Hopkins stated the magazine would be a huge benefit to our businesses and the city would retain control. She knows of other cities that have gone with the magazine format and love it.

Ted Odell noted currently the costs are approximately the same and asked if it would require more funds to have additional issues. Quinn Bennion responded that he felt both options would have similar costs.

Since funding was in the proposed budget, the committee decided to discuss this further after the adoption of the budget.

A-5 Purchase of Green Space

Lisa Santa Maria noted the \$300,000 cost is for projected bond and maintenance costs and that this would be an on-going cost. Laura Wassmer confirmed this was not for the purchase of land. Quinn Bennion stated this was formulated for future implementation of the Parks Master Plan as a way to set aside money for possible future purchase.

Eric Mikkelson stated there was \$1.9 million in the Economic Development Fund that could be used for this purpose. Mr. Mikkelson presented and distributed information on the economic value of park land although he felt the intangible value was as significant although immeasurable.

The information distributed reported that property values of homes immediately adjacent to park land increase as much as twenty percent with a ripple effect of increased property values for homes as far as half a mile from the park. He stated that parks attract and retain retirees and attract residents with young families. He warned the Council of the opportunity cost of delaying action to at least prepare for possible future purchase.

Ted Odell felt it was important to look at parks but there has to be a balance between the Parks Master Plan and city infrastructure. He questioned adding \$300,000 to the budget for a reserve. He would like to see creative funding options explored for funding not increasing city debt. Eric Mikkelson responded a hybrid solution with bonding, partnerships with the county, state or federal grant or even a public/private partnership.

Laura Wassmer stated she was not comfortable setting money aside at this time when there was no plan in place. Courtney McFadden confirmed this was a reserve and not for purchase. Ruth Hopkins stated it was her understanding that this was for maintenance. Lisa Santa Maria stated the figure was computed based a bond purchase with the funds being used to cover bond costs, interest and on-going maintenance.

Eric Mikkelson emphasized the need to proactively plan to be able to take advantage of future opportunities. He felt with the money in the economic development fund and the money coming back to the CIP that this was viable. He didn't feel it had to be \$300,000 and asked if there was a number that the Council would feel more comfortable with.

Laura Wassmer responded that it was premature and unnecessary as it was untied to any purchase or plan. She suggested that it would be better spent increasing the park maintenance budget to handle current needs.

Quinn Bennion noted that if any land were purchased it would take at least one budget cycle and the funding for maintenance could be added at that time.

The City Council decided to discuss this further in conjunction with the discussion of the CIP budget on June 16th.

A-7 Early Pool Closing

Lisa Santa Maria stated that in the past it has been difficult to staff the pool after school started and attendance has been low. Based on projected attendance and staff costs closing the pool on weekdays after the start of school would result in an estimated cost savings of \$8,000. Quinn Bennion noted the Prairie Village is one of only a few cities that do not close pools after the start of school.

Ted Odell felt that it was not a lot of money for the amenity it provides to our residents during what is generally one of the hottest months of the year. Brooke Morehead noted the extensive use of the pool by older residents and lap swimmers. She felt it would be a bad PR move for the city.

Terrence Gallagher stated there was no direct relationship between weather temperatures and attendance. The statistics presented show that the pool is being used.

Danielle Dulin stated there were not any problems staffing the hours last year due to a younger staff that did not leave the area to return to college and the incentive in place for working hours in August. Laura Wassmer stated that if the city is not having problems staffing the pool it should not be closed early.

The City Council agreed to keep the current hours of operation.

COU2014-15 Consider Agreement for Information Technology Services with Johnson County Department of Technology and Innovation

During the May 5, 2014 Council Committee of the Whole meeting, staff discussed the idea of moving information technology services to the Johnson County Department of Technology and Innovation (JoCo IT). The current information technology consultant, Alexander Open Systems (AOS), has been with the City for more than ten (10) years and provides twelve (12) hours of on-site services per week.

Nic Sanders noted that moving to JoCo IT shifts towards a 'shared services' model and allows for increased shared services with the County and other agencies increasing efficiency, service and lowering operating cost. Mr. Sanders provided historical IT Services for the past three years and the following estimates for 2014 and 2015:

	AOS status quo	JoCo IT option
2015 Estimated	75,000	71,420
2014 Estimated	72,000	74,362* + 36,000 (AOS)

** Includes one-time implementation cost of \$40,026. Remainder of the year is prorated.*

JoCo IT would provide 24x7 support, better buying power for software and hardware, as well as potential future benefits of backup and disaster recovery, phone and internet services, and SPAM and internet content filtering.

Several other northeast agencies utilizing JoCo IT including: Consolidated Fire District 2, City of Roeland Park, City of Mission, City of Mission Hills and the City of Fairway

Mr. Sanders stated Information technology services are funded through the General Fund. The 2014 budget included \$85,000 for this expense; the proposed budget for 2015 will include \$75,000. The one-time implementation fees of \$40,026 will be expensed from the Information Technology/Equipment Reserve Fund.

Nic Sanders introduced Jerry Swingle with Johnson County IT to answer questions.

Terrence Gallagher asked if they would be involved with the PD laptops discussed earlier. Mr. Sanders responded that would be determined by when the city goes live with their services. Mr. Swingle noted that are already providing that support for other police departments in the area.

Ruth Hopkins asked with the recent comments made regarding the county budget if Mr. Swingle felt confident that they would continue to be funded sufficiently to handle the increased workload. Mr. Swingle replied that the program uses a cost recovery model and with the addition of the agreement with Prairie Village they will be able to station a staff person in northeast Johnson County.

Steve Noll confirmed that after the transition the city would only use the services of Johnson County IT and not AOS. Mr. Swingle added JoCoIT would act as a liaison between vendor supported software used by the City.

Eric Mikkelson stated the cost figures presented do not reflect a cost savings and noted that it would take ten years to recoupe the additional startup costs. Nic Sanders responded that JoCoIT will provide enhanced services to the City as it will provide 24/7 365 day coverage as opposed to 12 hours of coverage a week. He added there are long term advantages to the proposed partnership.

Courtney McFadden expressed concern with some of the language in the agreement related to standards of equipment and possibly requiring the city to purchase additional equipment.

Mr. Swingle noted the draft agreement was prepared over a year ago and since that time it has been determined that the City's hardware is up to date and no additional changes are foreseen. They are willing to review and change the language. Nic Sanders added JoCoIT is serving as a vendor for the City which has control as to what purchases or actions it takes. They may recommend changes to lower costs.

Terrence Gallagher asked for clarification on "Tier 1" support and questioned the city's ability to use its in-house expertise. Nic Sanders responded that he is "Tier 1". Quinn Bennion stated the current process for maintenance or problems is to go to Nic as the initial contact. This process will not change.

Eric Mikkelson expressed concern with the agreement noting that it is very favorable to the County and specifically referenced language related to warranties and indemnification and liability. Katie Logan that the language in contracts between governmental agencies and those of private business are different especially as it relates to indemnification and liability. She will review the contract prior to its approval by the City Council. Mr. Bennion noted that action on this is not required this evening and it will be on the June 2nd agenda. He asked if the Council would like it on the Committee agenda or the Council agenda. Staff was directed to bring it back on the committee agenda.

ADJOURNMENT

Laura Wassmer moved to adjourn the Council Committee of the Whole meeting. The motion was seconded by Ruth Hopkins and passed unanimously. The meeting was adjourned at 7:25 p.m.

Ashley Weaver
Council President

**Council Members
Mark Your Calendars
June 2, 2014**

June 2014	Helen Benson mixed media exhibit in the R. G. Endres Gallery
June 2	City Council Meeting
June 13	MARC Regional Assembly
June 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
June 13	Moonlight Swim at Pool Complex - pool open until 10 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 11	Moonlight Swim at Pool Complex - pool open until 10 p.m.
July 18	Moonlight Swim at Pool Complex - pool open until 10 p.m.
July 21	City Council Meeting
July 27	Prairie Village Water Show - 8:30 p.m.
August 2014	Randy Kronblad pastel exhibit in the R. G. Endres Gallery
August 1	Moonlight Swim at Pool Complex - pool open until 10 p.m.
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