

CITY OF PRAIRIE VILLAGE

February 2, 2015

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.



COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
February 02, 2015
6:00 PM

AGENDA

DAVID MORRISON, ACTING COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

2014 Exterior Grant presentation
Eric Schumacher

COU2015-07 Consider addition to Exterior Grant Program regarding eligibility requirements
Kate Gunja

COU2015-08 Consider approval of services agreement for textile recycling
Kate Gunja

Introduction of Denise Kruse, facilitator for February 21 City Council worksession

*Council Action Requested the same night



PRAIRIE VILLAGE

2014 Exterior Grant Program - In Review

Overview of Exterior Grant Program

- Grants are awarded as a **20% reimbursement** of total project cost.
- The total cost must meet or exceed **\$5,000**, and the grant will be in an amount up to **\$2,500**.
- Homes must be in one of three designated areas.
- Funding comes from the Economic Development Fund.
- The project must be on the list of eligible improvements, must abide by the municipal code, and may require a building permit.

Value of Improvements, 2014

Total Homeowner Investment: **\$209,121**

Total Grants Awarded by City: **\$33,219**

Total Investment: **\$242,340**

Investments by Area

Homes must be in one of the three highlighted areas below to be eligible.

City Contributions:

Area 1 (Green):
\$9,582.25

Area 2 (Blue):
\$11,752

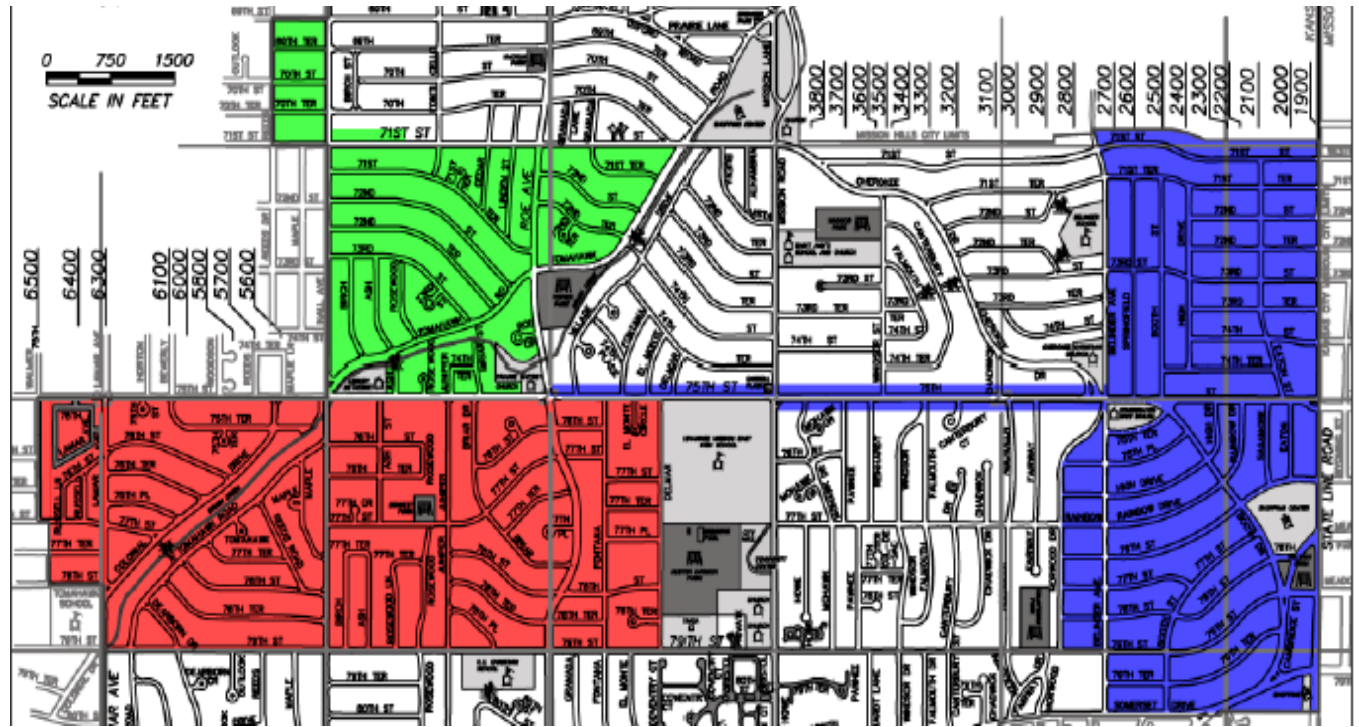
Area 3 (Red):
\$11,885

Homeowner Investment:

Area 1: \$64,680.36

Area 2: \$76,132

Area 3: \$68,309



Totals

Area 1: \$74,262.61

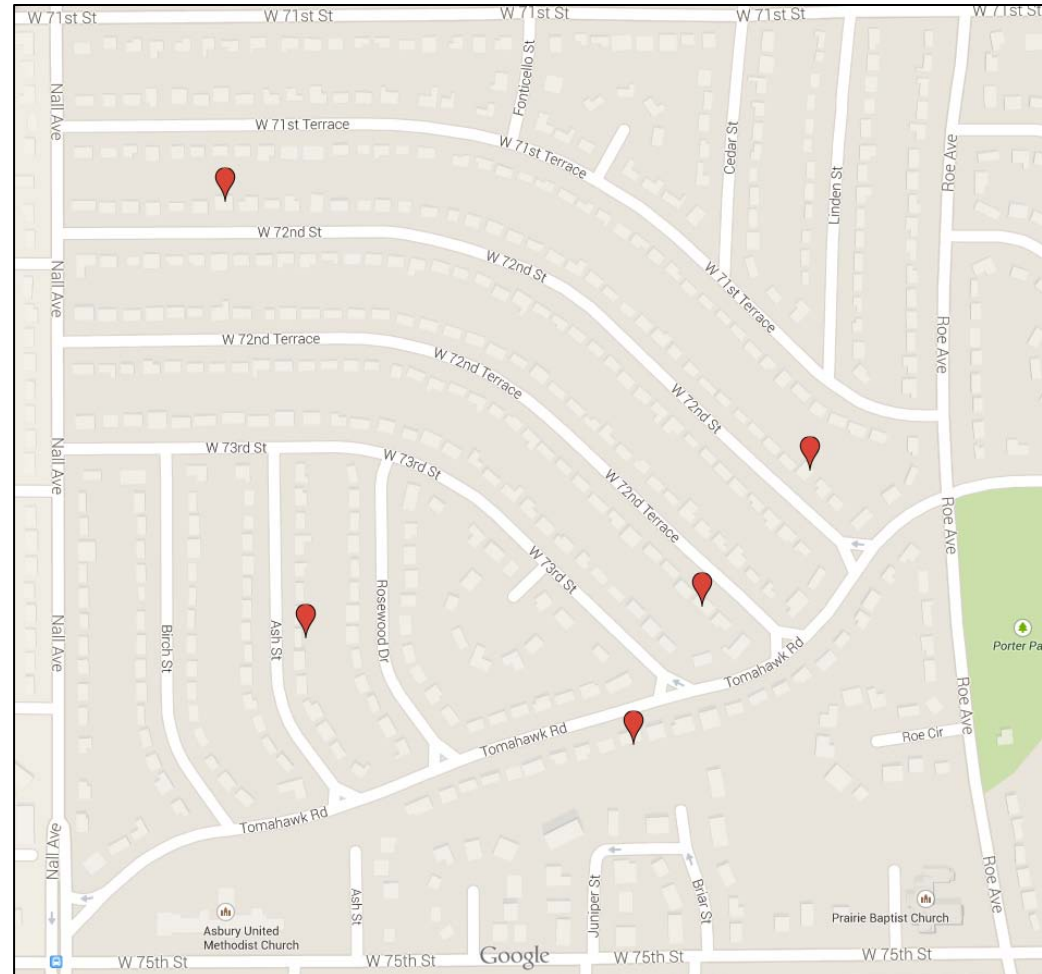
Area 2: \$87,884

Area 3: \$80,193

17 Grants were awarded in 2014

□ Area 1

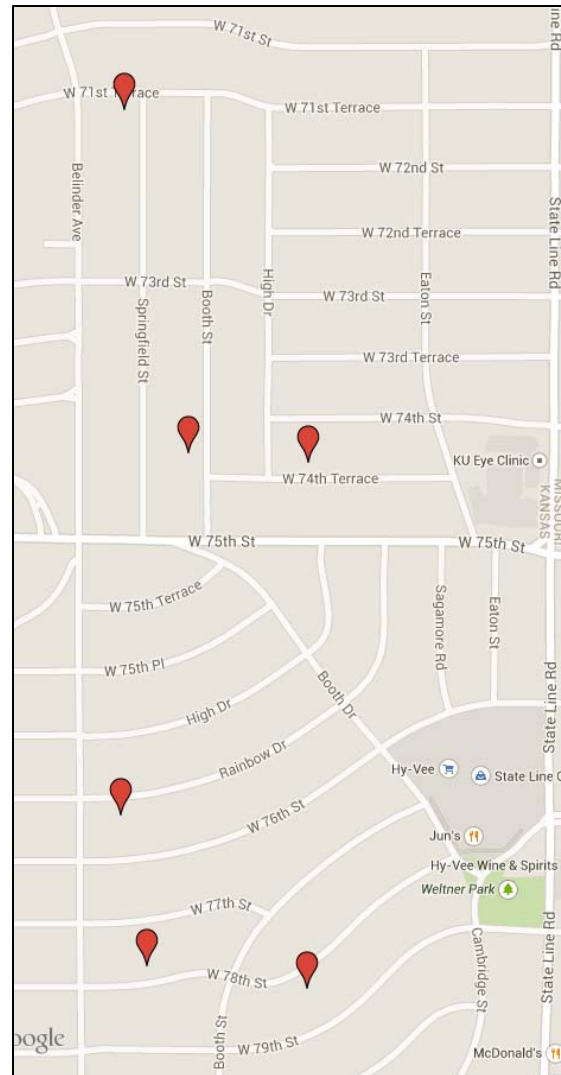
- **4812 W 72nd St**
- **5308 W 72nd St**
- **7333 Ash St**
- **5005 Tomahawk Rd**
- **4911 W 72nd Ter**



17 Grants were awarded in 2014

□ Area 2

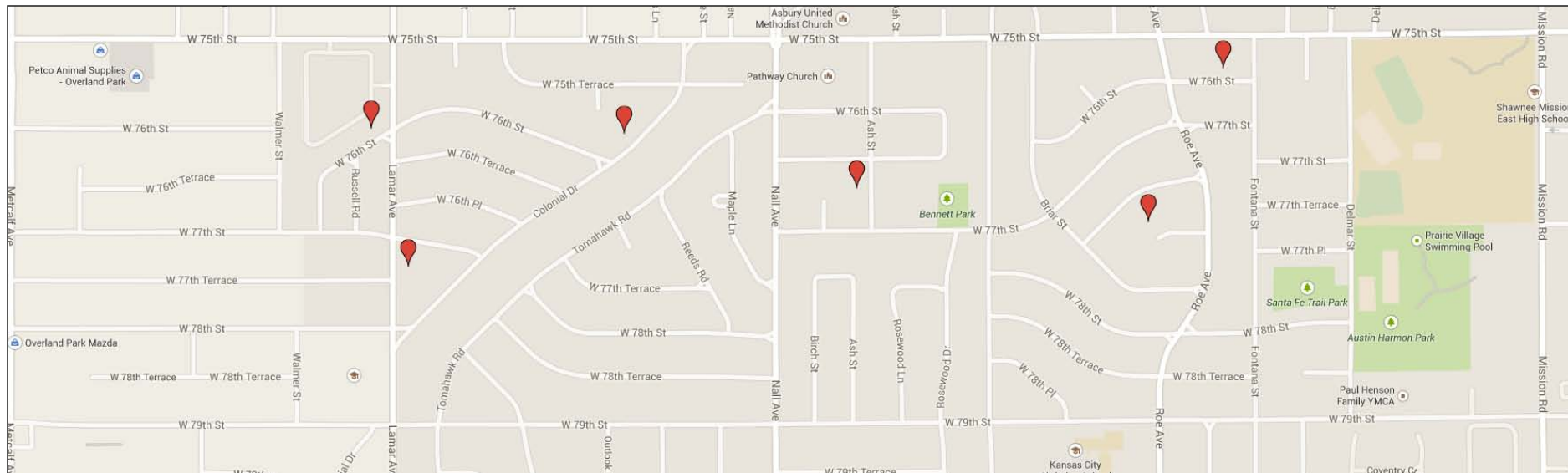
- **2310 W 74th Terr**
- **7414 Booth St**
- **2601 W 71st Terr**
- **2321 W 78th St**
- **2600 W 78th St**
- **7645 Rainbow Dr**



17 Grants were awarded in 2014

□ Area 3

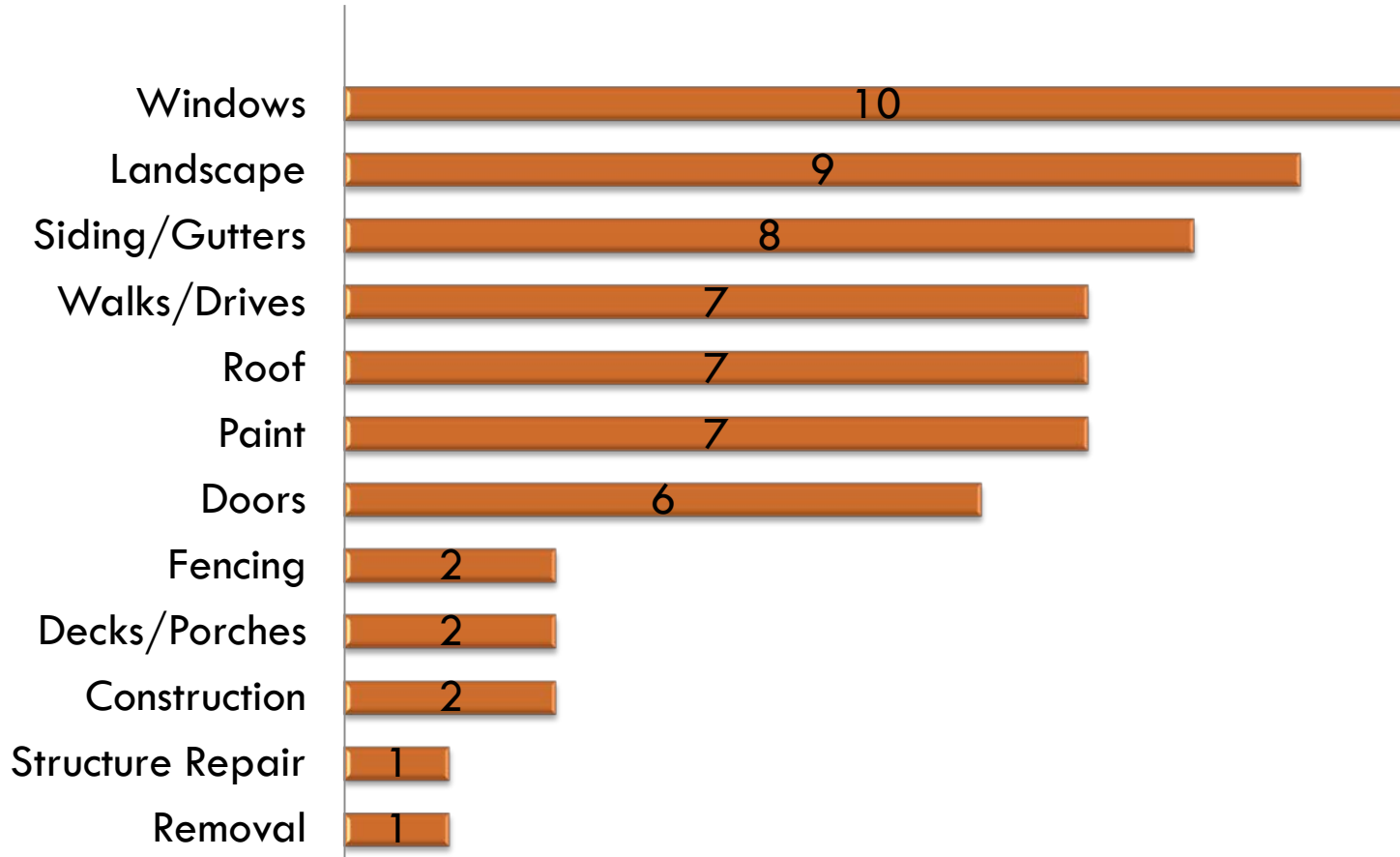
- ▣ **4804 W 77th Pl**
- ▣ **7544 Colonial Dr**
- ▣ **4508 W 76th St**
- ▣ **7638 Ash St**
- ▣ **7705 Lamar Ave**
- ▣ **6304 W 76th St**



Final Annual Results, 2008-2014

| | <u>Award</u> | <u>Owner</u> | <u>Total</u> |
|----------------------|------------------|--------------------|--------------------|
| 2008: | \$32,772 | \$185,479 | \$218,251 |
| 2009: | \$42,984 | \$235,657 | \$278,641 |
| 2010: | \$40,727 | \$257,418 | \$298,145 |
| 2011: | \$34,320 | \$149,808 | \$184,128 |
| 2012: | \$39,252 | \$233,957 | \$273,209 |
| 2013: | \$46,208 | \$295,858 | \$342,066 |
| 2014: | \$33,219 | \$209,121 | \$242,360 |
| <u>Total:</u> | \$269,482 | \$1,567,298 | \$1,836,800 |

Projects by Category



Area 1: 4911 W 72nd Street

Before



Area 1: 4911 W 72nd Street

After

- Improvements to drive and walkway.
- Construction of front porch.



Area 2: 2405 W 71st Street

Before



Area 2: 2405 W 71st Street

After:

-Replacement of front doors.



New Windows



Addition of Garage Doors



Area 3: 7638 Ash Street

Before



Area 3: 7638 Ash Street

After:

- Landscaping, shrubbery, and mulch.
- Front porch expansion.
- Driveway paved.





Consider addition to Exterior Grant Program regarding Eligibility Requirements

RECOMMENDED MOTION:

Move that the City Council approve the addition to the Exterior Grant Program regarding Eligibility Requirements.

BACKGROUND:

A key component to Village Vision is addressing the City's housing stock. As an inner-ring suburb some Prairie Village homes are facing maintenance problems that come with age. These homes are well-built but beginning to visibly show their years. One method of revitalizing and spurring private reinvestment in these homes is for the City to provide financial incentives. The Exterior Grant Program was established in 2007 to address these issues. The previous presentation regarding the Program demonstrates the continued success and includes statistics on the investments made since 2008.

Program Details

A grant is awarded as a 20% reimbursement of the actual cost of construction and/or material costs. The minimum required private investment is \$5,000 with no maximum investment amount. The minimum grant is \$1,000 up to the maximum grant amount of \$2,500. Eligible improvements include, but are not limited to: complete exterior house painting or siding, door/window repair or replacement, new roof, masonry, foundation repair, awnings, building additions, and landscaping. New construction is also eligible. The program is administered by the Codes Department. Applications are accepted on an annual basis beginning March 1 on a first-come, first-served basis.

Current Eligibility Requirements

To be eligible for the grant the property must be located within a designated grant improvement area and zoned R-1 or R-2. All property taxes must be current, adequate property insurance must be in effect, and all improvements must conform to City of Prairie Village Municipal Code and other applicable building codes. There is a limit of one grant per property every ten years. While a single owner may apply for multiple properties within a program year, these grants cannot run concurrently; only one property at a time will be approved.

Proposed addition to Eligibility

Over the past year, staff has received inquiries on the program from property owners within the area who do not live in the property and who do not have a current rental license. While this has not made up a significant amount of those applying for the program historically (only 1 non-owner occupied property received a grant in 2014), staff understands that it is important to make sure that funding is available for owner-occupied properties and proposes to add the following to the Eligibility Requirements for the 2015 Program: *The property must be owner-occupied or have a current rental property license in place for the previous 365 days prior to approval.*

This addition is highlighted in RED on the Exterior Grant Program flyer and Application attached.

ATTACHMENTS:

- Exterior Grant Program Brochure
- Exterior Grant Program Application

PREPARED BY:

Kate Gunja

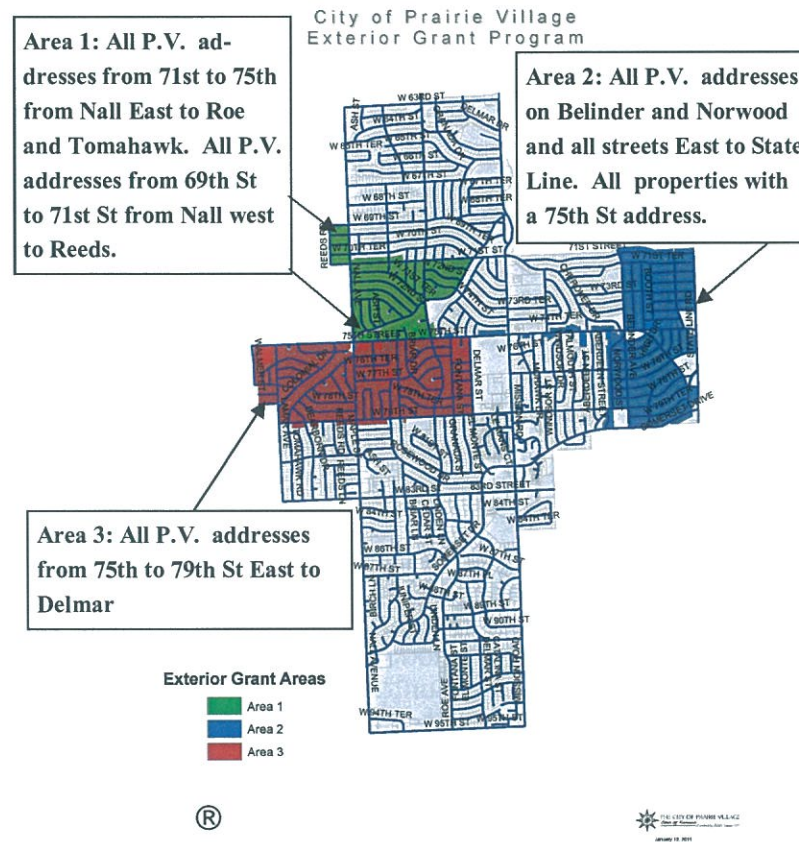
Assistant City Administrator

Date: January 29, 2015

BACKGROUND

A key component to Village Vision is addressing the City's housing stock. As an inner-ring suburb, some Prairie Village homes are facing maintenance problems that come with age. These homes are well-built, but beginning to visibly show their years. The aim of this program is to encourage homeowners within the designated improvement boundaries to invest in their homes' appearance. This type of program offers a reimbursable percentage of total project cost on all eligible improvements.

PRAIRIE VILLAGE EXTERIOR GRANT PROGRAM BOUNDARIES



For further information, please contact the
Codes Department at
Phone: 913-385-4604
Fax: 913-385-4654
www.pvkansas.com/exteriorgrant

EXTERIOR GRANT PROGRAM

2015

PRAIRIE VILLAGE



7700 Mission Road
Prairie Village, Kansas 66208
913-385-4604

ARE YOU MAKING AN IMPROVEMENT TO YOUR RESIDENCE?

Maintaining a positive image is important to the City. The appearance of our neighborhoods plays a vital role in the perception of the quality of the community. The City wants to encourage homeowners to invest in their properties by making improvements on their building exteriors. The improved appearance of homes will make our neighborhoods more attractive and contribute to the enhanced viability of the area, and to the community.

PROGRAM

- A grant will be awarded as a reimbursement for construction costs and/or material costs for exterior remodeling or new construction that enhances front curb appeal.
- The grant will be in an amount up to \$2,500.
- Funding for the Grant Program will be provided from the City's General Fund, from monies allocated for the Economic Development Fund.
- Continuation of the program will be considered by the Prairie Village Governing Body on an annual basis.

ELIGIBILITY REQUIREMENTS

- Only residential properties zoned R-1 or R-2 are eligible.
- The property must be located in one of the designated program areas. (see map)
- **The property must be owner-occupied or have a current rental property license in place for the previous 365 days prior to approval.**
- Based upon the scope and type of improvement, a building permit may be required. All required permits and approvals must be granted prior to the commencement of permitted work.
- The improvement must be in conformance with the City of Prairie Village Municipal Code and other applicable building codes.
- The grant will be awarded as a 20% reimbursement of the total project cost. The total cost of the improvements must equal or exceed \$5,000 with the maximum awardable grant amount being \$2,500. **No expenses can be accrued until your grant application has been approved by city staff. Receipts must be dated after the approval date.**
- Eligible improvements include, but are not limited to: complete exterior house painting or siding, door/window repair or replacement, new roof, foundation repairs, awnings, building additions, and permanent landscaping (no annuals or garden plants). Landscaping and tree removal or trimming is limited to front yard and must be combined with other projects. New construction is also eligible.
- There is a limit of one grant per property every 10 years.

APPLICATION AND PROCESS

- Applications are available in the Codes Department at Prairie Village City Hall, 7700 Mission Road, Prairie Village, Kansas 66208 and also on line at www.pvkansas.com/exteriorgrant. Applications are accepted beginning March 2 on a first come basis.
- The completed application **MUST** be submitted to the Codes Department for approval before beginning any work. **Receipts dated prior to grant approval date cannot be included with any reimbursement request.**
- Applications must include a description of the renovation, remodeling, or new construction, and estimated costs, as well as proof of current homeowner insurance and paid property tax.
- "Before" and "after" pictures will be taken by City staff and the property will be checked for code violations. This includes the backyard.
- Code violations must be corrected within 10 working days of notification of the violation, or grant will be forfeited.
- You must be able to show that progress is being made on the project within 60 days of approval or grant will be forfeited.

RECEIVING THE GRANT

- Upon completion of the improvements, the applicant must submit qualified project receipts to the Codes Department totaling project expenses of at least \$5,000. Items on the receipts must be clearly marked and explained.
- Contact the City for a final project inspection. After staff review of receipts, the City will issue a check to the applicant for 20% of the qualified expenses, reimbursement not to exceed \$2,500, within two to three weeks of receipt verification.
- All projects must be completed and receipts submitted by 120 days after application is submitted.

Prairie Village Exterior Grant Program Application

To be completed by the applicant

Application Fee \$25

Owner of Record: _____
 Phone Number: _____ Email Address: _____
 Mailing Address: _____ Property Address: _____

Parcel Identification Number (can be obtained from property tax statement, City Codes staff or Johnson County Records and Tax Administration Office, 913-715-0775): _____

Proposed / Existing Use of Property:
 _____ Two Family Residential _____ Single Family Residential

Description of Improvements: _____

Copies of contracts submitted y na

Est. Completion Date (120 days max.): _____

Est. Cost of Improvements: _____

_____ Copy of valid home insurance _____ Property Tax Statement attached

Disclaimer: By signing below I understand this application is good for only 120 days and all encumbered grant funds will be forfeited if work is not completed within that time. Additionally, I understand that this is a City program and all information concerning this grant may become public record. This includes, but is not limited to, the usage of before and after photos in various forms of media such as the City website, newsletter, or future program pamphlets or documents. There will be an inspection performed by Prairie Village Codes Staff on your property before the grant application is approved and once the project is completed.

Owner of Record Signature: _____ Date: _____

To be completed by the City (initial only)

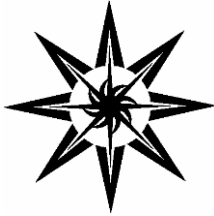
BEFORE

_____ Funding is still available
 _____ Property located in the Improvement Zone
 _____ Improvements are eligible
 _____ Real estate taxes current
 _____ Home insurance is valid
 _____ Building permit required and complete (if applicable)
 _____ Rental Housing License current and **in place for previous 365 days** (if applicable)
 _____ City Code Violations to be corrected Y N _____
 _____ Before Pictures
 _____ Application Fee paid

AFTER

_____ Work Completed
 _____ Improvements meet City Code
 and Building Code Requirements
 _____ After Pictures
 _____ Receipts

City Signature: _____ Date: _____



ADMINISTRATION

Council Committee Meeting Date: February 2, 2015
City Council Meeting Date: February 17, 2015

Consider Agreement for operation of City Textile Recycling Program

RECOMMENDED MOTION:

Move that the City Council approve the Agreement with Team Thrift for the operation of a City Textile Recycling Program benefitting the Prairie Village Municipal Foundation.

BACKGROUND:

At the December 1 Committee of the Whole Meeting, staff presented the concept of initiating a city-sponsored textile recycling program. This is a new and innovative approach to diverting waste from the landfill by providing a convenient way for residents to donate used clothing, shoes and linens.

Currently, residents have several options for donating/disposing textiles for reuse:

- Drop off at a thrift store such as Goodwill, Salvation Army, Savers, Red Racks, or other place.
- Donation bins in parking lots. There are at least 3 locations in Prairie Village to drop in donation bins, but the bins are not specifically addressed within the zoning code and not encouraged as they are not regularly screened.
- Utilize a driveway pickup from a charitable organization that use mail marketing or phone solicitation.

The City has provided curbside service for many years, servicing solid waste collection, compost, mixed recycling, and in a few neighborhoods, food composting. The curbside textile recycling program would provide another convenient option and will benefit the local 501(c)3 organization that supports the City.

Mid-year 2014, representatives of Team Thrift approached city staff to inquire about placing donations bins in parking lots within the City. City staff shared that while the bins are not specifically permitted or prohibited in the zoning code, the bins are not consistent with the character of our commercial areas. Several months later, Team Thrift representatives proposed the idea of launching a weekly curbside pick-up for recyclable textile materials. The materials collected could be used in a local thrift store or bundled and sold to another end user, potentially outside the country. The revenue from the collected materials would be shared between the provider and the Prairie Village Municipal Foundation, the City's non-profit supporting organization.

At that meeting, the Committee of the Whole directed staff to negotiate an agreement for a one-year pilot program with Team Thrift. As this is a new and untested program, the one-year pilot would allow the city and provider to assess the advantages and disadvantages of the program without a multi-year commitment.

SINCE THE DECEMBER 1 COMMITTEE OF THE WHOLE MEETING:

Staff has worked with Team Thrift to develop an Agreement, marketing pieces including a logo, implementation timeline and refine the logistics of the program.

SUMMARY OF PROPOSED AGREEMENT AND PROGRAM:

The Agreement term is for one year commencing on April 1, 2015 and ending on March 31, 2016.

Under the agreement, the City is responsible for the following items:

- Help promote the program and educate residents using existing communication methods.
- Support the program by answering questions or missed pick-up calls. This role is similar to the solid waste/recycling contract.
- Process the revenue sharing check from contractor for Municipal Foundation.

The contractor is responsible for the following items:

- Provide weekly city-wide pickup of textile recycling for all residential houses. The collection is on the same pick-up day as trash services.
- Provide staff, equipment and a truck with associated insurance and indemnity similar to the solid waste contract.
- Collect the textile donations.
- Measure the weight of donations daily.
- Provide the city with a monthly report of performance and revenue sharing.
- Pay Municipal Foundation based on the weight collected each payment period.
- Determine the best use for the collected product.

Initially it was thought that some kind of bag or container or identifying tag would be provided to residents to be used to make donations. After much thought about process and ease of use for residents, it was decided that items can be placed in any bag or box and the donation should be clearly marked "PV, PVTR or PRAIRIE VILLAGE." Pick-up coincides with the neighborhood trash schedule. Clearly marked bags or boxes should be placed near the front door, on the porch or near the garage door. Residents will be asked to keep the bags away from the trash at the curb as it may cause confusion for the solid waste hauler. The Team Thrift employee will also leave a donation receipt and thank you from the Municipal Foundation on each house door with donations.

The contractor's trucks will be clearly marked and will be operated by a uniformed Team Thrift employee. A customer service phone number will be established and will be managed by the contractor to provide contact for residents.

Team Thrift representatives estimate a 2% participation rate per week with an average of two bags per participating household (70 lbs of donations). If this estimate holds, the revenue sharing will generate \$50,000-\$70,000 annually for the Municipal Foundation.

The weekly pay scale is as follows. A check will be sent to the Municipal Foundation within 30 days of the end of the month.

Weekly Pay Scale

| Pounds | Price per pound | (For reference) # of bags | (For reference) Payment Range |
|-----------------|------------------------|-------------------------------------|---|
| 3,000 – 12,000 | \$0.05 | approx. 100 - 400 | \$150 - \$600 |
| 12,001 – 30,000 | \$0.10 | approx.401 - 1000 | \$1,200 - \$3,000 |
| 30,001 plus | \$0.12 | approx.1001 plus | \$3,600 plus |

For reference regarding the price per pound, the City of Lansing, Michigan recently began a textile recycling program. The price per pound included in their agreement is a flat \$0.01 per pound.

An implementation timeline is attached. Staff and Team Thrift have coordinated a campaign to get information out to residents regarding the program including information in the newsletter, emails, mailed information, promotion at the Earth Fair on March 28 and possible other media outlets. The success of the program is strongly dependent on weekly participation, marketing and word of mouth.

The Municipal Foundation is scheduled to meet on Tuesday, February 3. One of the items on the agenda is to discuss a possible name change for the Foundation. Should this occur, all promotional information will be updated to reflect the new Foundation name. The donation receipt and website will reflect the uses of the revenue collected as a result of the donation.

ATTACHMENTS:

- Agreement for Operation of City Textile Recycling Program
- Logo
- Staff uniform
- Donation Receipt
- FAQ Document
- Photos of proper set-out procedures
- Implementation timeline

PREPARED BY:

Assistant City Administrator Kate Gunja
Date: January 29, 2015

AGREEMENT FOR OPERATION OF CITY TEXTILE RECYCLING PROGRAM

THIS AGREEMENT OPERATION OF CITY TEXTILE RECYCLING PROGRAM (“Agreement”) is made this ___ day of _____, 2015 (the “effective date”) by and between the City of Prairie Village, Kansas, whose address is 7700 Mission Rd. Prairie Village. KS 66208, (“City”) and Team Thrift, LLC, a Kansas limited liability company, whose address is PO Box 907, Lee’s Summit, MO 64063 (“Contractor”).

WITNESSETH:

WHEREAS, City desires to promote the collection of donated clothing and miscellaneous goods throughout the City to be recycled as an alternative to being sent to a landfill; and

WHEREAS, Contractor, is an experienced independent for-profit management company and is engaged in the business of providing management services for retail thrift store operations and the wholesale collection services and the salvage business of the kind that recycle donated clothing and miscellaneous goods; and

WHEREAS, City has selected Contractor to collect, identify, haul, and recycle Textiles (as defined herein) in the Service Area (as defined herein); and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging hauling, and recycling of Textiles; and

WHEREAS, City and Contractor recognize that this is a new, innovative, pilot program and agree to use best efforts to promote and make successful. No representations have been made by either party other than those set forth in this Agreement; and

NOW THEREFORE in consideration of the mutual covenants and promises herein expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. **Definitions.** the following capitalized words and terms as used in this Agreement shall have the following meanings:

City Textile Recycling Program means the provisions for collection and recycling of donated Textiles provided in this Agreement.

Collection Area: Collection areas are designated by the map attached to this Agreement.

Collection Package means a bag or box provided by a Residential Customer in which Textiles are placed for collection.

Commercial Customer means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Excluded Items means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

Garbage means all solid and semi-solid wastes, including but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, demolition and construction waste/debris, dead animals, piles of debris, car parts, and any item that would be considered Hazardous Waste.

Hazardous Waste means any hazardous, toxic or dangerous waste, substance or material, contaminant, pollutant or chemical known or unknown, defined or identified as such in an existing or future local, state or federal law, status, code or ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous as regulated as hazardous waste by the United States Environmental Protection Agency, or any other federal, state or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements.

Holiday means the following days: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

Residence means a living space individually rented, leased or owned.

Residential Customer means individuals living in dwelling units contained in buildings under one roof housing less than four dwelling units.

Service Area means the corporate limits of the City, unless a smaller area is designated by amendment to this Agreement.

Service Recipients means Residential Customers in the Service Area.

Textile means items of an individual weight less than fifty (50) pounds and can be carried by one person. Textiles includes men's, women's and children's clothing as well as jewelry, shoes, purses, hats, blankets, comforters, drapes, curtains, pillows, rags, sewing scraps and sleeping bags. The definition of Textile is subject to modification when mutually agreed upon by the Contractor and City staff, based on experience gained during the term of this Agreement.

2. **Term.** The term of this Agreement shall be for one (1) year commencing on April 1, 2015, and ending on March 31, 2016, at 12:00 midnight, unless sooner terminated.

3. **Program and Exclusivity.** The parties acknowledge that this Agreement is to implement the City Textile Recycling Program. During the term of this Agreement, the City Textile Recycling Program shall be operated exclusively by Contractor, provided that nothing contained herein shall limit or restrict the right of persons or entities other than Contractor to collect and recycle Textiles in the Service Area independently of the City Textile Recycling Program.

4. **Termination and Breach.** Either party may terminate this Agreement without cause upon forty-five (45) days prior with written notice to the other in which the terminating party shall express its desire to terminate this Agreement and shall specify the effective date of termination. In the event of a breach of the terms and conditions of this Agreement by either party, the non-breaching party may elect to terminate this Agreement upon providing the defaulting party with a written notice of such default, and allowing the breaching party a period of thirty (30) days from the date after the date of notice to cure the breach complained of the satisfaction of the non-breaching party. In the event said breach is not cured within said thirty (30) day period, this Agreement shall be terminated on the last day of said thirty (30) day period. In either case, all sums due City through and including the termination date shall be paid by Contractor to City within thirty (30) days after the termination date.

5. **Collection Schedule.** Contractor shall divide the Service Area into Collection Areas as to coincide with City collection dates on weekdays of trash, recycling and yard waste as provided by separate hauler. Except as provided herein, collections are not required on weekend days. Contractor shall collect Textiles from Service Recipients on a regular schedule on the same week days every calendar week in accordance with the existing trash, recycling and yard waste pickup schedule in the Collection Area; however, Contractor may alter the frequency of the scheduled pickups on an as needed basis upon 30 day prior written approval by the City Manager. Contractor shall not be required to collect on Holidays. Collections for Holidays will be made on the following calendar day, including Saturday if the Holiday falls on a Friday.

6. **Collection.**

A. In accordance with the collection schedule, Contractor shall collect all acceptable Textiles set out by Residential Customers in a Collection Package for collection. The decision of what is an "acceptable" Textile shall be made in the reasonable discretion of Contractor. In no event shall Contractor be required to accept any Excluded Items. Contractor agrees to collect all acceptable Textiles which have been tagged for the City of Prairie Village and placed near the front door, on the porch or near the garage door.

B. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Textiles are spilled onto a street, sidewalk or private property, Contractor shall clean up and place in the collection vehicle all Textiles before the vehicle proceeds to the next stop or shall promptly make all other reasonably necessary arrangements for the immediate cleanup of spilled Textiles.

- C. Contractor may interrupt the regular schedule of service because of street repairs, snow or other closure of public routes, which in Contractor's reasonably discretion make the pick-up of Textiles from a Service Recipient impracticable under the circumstances. Contractor will provide 24 hour notice in advance to City if regular schedule is interrupted.
- D. Contractor shall not provide collection services to Commercial Customers.

7. **Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Textiles or unacceptable contents in a Collection Package, Contractor may refuse to collect the Collection Package, and will place a tag, to be approved by the City, on the uncollected Collection Package.

8. **Set out Procedures.** Residents shall place Collection Packages outside near the front door, on the porch or near the garage door. Collection Packages will not be left at the Residence or returned. Collection Packages must be clearly marked for the City Textile Recycling Program. Markings on the Collection Package include but are not limited to, City of Prairie Village, PV, PVTR. Contractor may decline to collect Textiles not packaged and set out in accordance with this paragraph or for health or safety concerns.

9. **Donation Form.** Upon collection of Textiles, Contractor shall leave a proof of tax deductible donation form affixed to the front door.

10. **Ownership.** Textiles set out for collection on the regularly scheduled collection day shall belong to Contractor from the time set out. Textiles physically collected by Contractor shall be deemed acceptable Textiles for the purpose of its obligations under this Agreement.

11. **Missed Collections and Complaints.** Service Recipients shall be instructed to report missed collections and complaints to the City or Contractor. If the City is notified, City in turn will notify Contractor of missed collection. Contractor shall give prompt and courteous attention to all reported missed collections and complaints. Contractor shall have one (1) business day from the time of reporting by the City to the Contractor to collect missed collections. Contractor shall keep a log of all missed collections and complaints and shall furnish a copy of the log to the City on a monthly basis.

12. **Contractor's Cost and Equipment.** Contractor agrees to furnish all vehicles, fuel, labor, equipment, tools and services required a necessary for the collection and recycling of Textiles within the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement. All equipment used by Contractor shall be kept and maintained in a clean and professional manner. Contractor shall be responsible for staffing and for the hiring and firing of all personnel, which personnel shall be the sole responsibility of Contractor. Contractor may use the name and logo of the City and the City Textile Recycling Program on vehicles used for and in the collection of Textiles, provided that City staff must approve the manner of such use in advance. Contractor owned vehicles which bear the name and logo of the City will not be used for any commercial purposes unrelated to the collection of Textiles in the Service Area and delivery and sale of such Textiles to the charity. Contractor

shall promptly cease the use of said vehicles and shall remove the name and logo of the City and the City Textile Recycling Program upon termination of this Agreement.

13. **Inspections.** Upon reasonable advance notice, City reserves the right to inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with contractual provisions of this Agreement. Upon reasonable advance request, City reserves the right to review the records kept on the Textiles collected under the terms of this Agreement to test and validate the weights claimed. City agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to such inspections and shall indicate the reasonable basis for requesting the inspection.

14. **Contractor's Fee to City.** Contractor shall pay to the City a contract fee based on the following Weekly Pay Scale of gross receipts of Textiles collected in the Service Area. Payments shall be made to City within thirty (30) days following the close of each calendar month during the term of this Agreement. Earnings are calculated based on the volume (pounds) collected weekly. The weekly minimum qualification is 3,000 pounds. If less than this amount is collected in one week, Contractor shall not owe the City any fee for that week. Contractor agrees to remove and recycle all Textiles at no cost to the City.

WEEKLY PAY SCALE

| <u>Pounds</u> | <u>Price per Pound</u> |
|-----------------|------------------------|
| 3,000 – 12,000 | \$0.05 |
| 12,001 – 30,000 | \$0.10 |
| 30,001 plus | \$0.12 |

15. **Marketing, Publication Information and Education Program.** Contractor, with input and approval by the City, shall devise a logo and other marketing and promotional information for City to promote the City Textile Recycling Program. City shall plan and coordinate a public education and information program to inform Service Recipients of the City Textile Recycling Program. Contents of which and dates shall be agreed upon in advance by Contractor and City. Contractor shall participate in City directed promotional and education efforts as outlined below.

- A. During the course of the routine Textile recycling collection, provide and distribute notices regarding rejected materials and proper set out procedures. Contractor is responsible for the printing of and cost associated with printing these notices.
- B. During the course of the routine Textile recycling collection, provide proof of tax deductible donation forms. Contractor is responsible for the printing of and cost associated with printing these forms.
- C. Training of employees to deal courteously with customers on the telephone and on-route to promote the City Textile Recycling Program and explain proper material preparation.

- D. Coordinate with the City for distribution of written promotional and instructional materials directly to Service Recipients. Contractor will not be responsible for the cost of promotion of information provided in routine City publications including City website and newsletter. Contractor shall be responsible for all other costs of promotional efforts, including advertisement in any other sources and cost of promotional items.
- E. Be available to participate in promoting the collection service at City sponsored events.
- F. Provide advice to City on promotion and education material content and presentation.

It is understood and agreed that the name and logo of the City and of the City Textile Recycling Program, records of all types related to the program and description used in the operation of the City Textile Recycling Program is the property of City. At the expiration or termination of this Agreement, Contractor shall cease and desist from the use in any manner of the name and logo of the City and the City Textile Recycling Program. Further, all promotional merchandise (excluding solicitation lists which shall be the property of the Contractor which shall be left in duplicates for City) shall be the property of the City. Nothing in this Agreement shall prevent Contractor from reuse of promotional information for another entity provided all references to and logos of the City of Prairie Village and City Textile Recycling Program have been removed.

16. Telephone and Customer Service. Contractor shall maintain and adequately staff a local toll-free telephone number where complaints of the City shall be received, recorded and handled to the best of the Contractor's abilities, between the hours of 8:00 am and 5:00 pm Monday through Friday, excluding Holidays.

17. Employee Conduct. All Contractor personnel must maintain a courteous and respectful attitude toward public at all times. At no time must they solicit, request or receive gratuities of any kind. Contractor's employees must be properly attired at all times and in uniforms with an emblem or other marking that bear the logo of the City Textile Recycling Program. Vehicles driven by Contractor's employees shall also have similar identifying markings. Any employees of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract.

18. Monthly Reports. Contractor shall provide to the City monthly project status reports. These reports will be due within thirty (30) days of the close of the month being reported. At minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies include pounds of Textiles collected in the prior month and the payment of the required fee to the City.

19. Meetings and Communications. In order to minimize problems and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to

meet, at a minimum, on a quarterly basis. Each party shall designate from time to time one representative as its lead representative. City's lead representative is _____. Contractor's lead representative is _____.

20. **Insurance.** During the term of this Agreement, Contractor shall procure and maintain, at its expense, the following insurance coverage:

Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;

Commercial General Liability for liability including bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and

Commercial Automobile Liability covering liability including for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.

Deductibles for any of the above coverages shall not exceed \$25,000 per claim, per occurrence, or in the aggregate unless approved in writing by City.

All policies required in this Agreement, except the Workers' Compensation policies, shall name as additional insureds, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear.

Contractor shall not modify, cancel or not renew any policy during the term of this Agreement until after thirty (30) days' unqualified written notice of such action has been given to the City.

Contractor agrees to require all permitted subcontractors to obtain insurance coverage in identical types and amounts of coverage as required herein for Contractor, and to require permitted subcontractors to satisfy of all other insurance requirements provided in this Agreement.

21. **Independent Contractor Status.** Nothing contained herein shall be construed as creating a partnership or joint venture between the Contractor and the City. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

22. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its permitted subcontractors agents, servants, and employees

23. **Applicable Laws and Permits.** The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

24. **Dispute Resolution.** The parties agree that in the event of a disagreement under or in connection with this Agreement, the parties agree to negotiate, in good faith, in an attempt to resolve such disagreement for a period of no more than thirty (30) days following receipt of notice from either party setting forth the specifics of the disagreement and the relief requested. If the parties are unable to resolve such disagreement through good faith negotiation, the parties agree to attempt in good faith to resolve such disagreement through mediation administered by a reputable individual or organization offering commercial mediation services. All mediation proceedings shall be conducted in Prairie Village, Kansas, and the cost thereof shall be divided between City and Contractor. Should the parties be unable to resolve such disagreement through mediation, the parties hereto may seek an adjudication of the controversy in exclusively the District Court of Johnson County, Kansas and the prevailing party therein shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and expenses associated therewith.

25. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas.

26. **Severability.** Should one or more of the provisions of this Agreement be held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

27. **No Assignment.** This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City, which may be withheld for any reason in the City's sole and absolute discretion. The Contractor may not use any subcontractors

to perform the services hereunder without the prior written consent of the City, which may be withheld for any reason in the City's sole and absolute discretion.

28. **Amendments or Modifications.** This Contract represents the entire Agreement between the Parties and shall only be modified when agreed upon by both parties in writing. The City Administrator is authorized to approve and execute amendments relating to service delivery and items acceptable for collection. All other amendments must be approved by the City Council.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first written above.

City of Prairie Village, KS

Team Thrift, LLC

Mayor

By: _____
Printed Name:
Printed Title:

Attest:

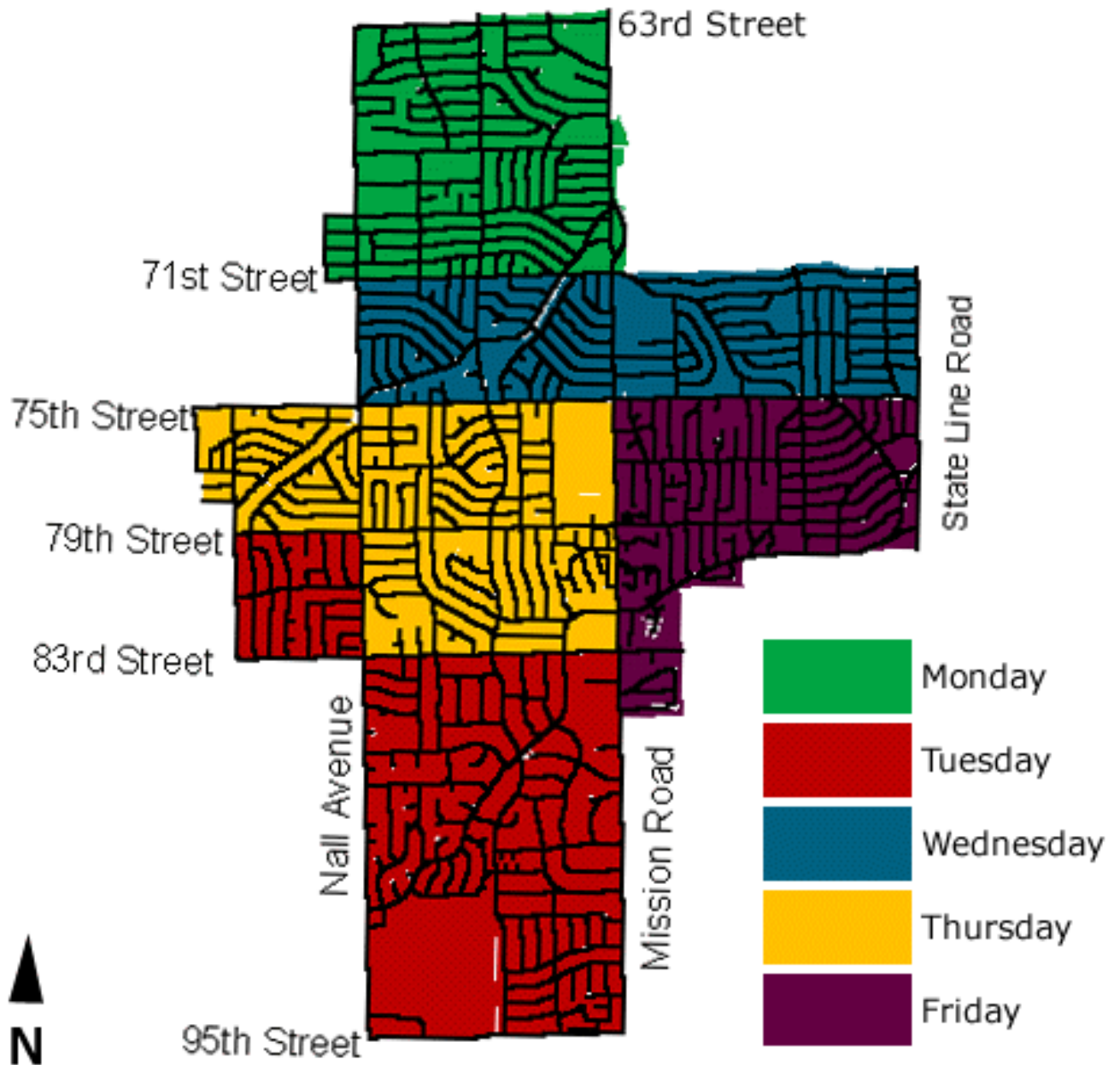
City Clerk

Approved as to Form:

City Attorney

COLLECTION AREA

City of Prairie Village Trash Pickup Schedule





PRAIRIE VILLAGE

TEXTILE
RECYCLING

Donate Textiles.
Help Neighbors.

**Benefiting the Prairie Village
Municipal Foundation**

Doug





PRAIRIE VILLAGE
**TEXTILE
RECYCLING**

**PRAIRIE VILLAGE
MUNICIPAL FOUNDATION**

7700 Mission Rd Prairie Village, KS 66208
(877) 555-1212 • textiles@pvkansas.com
FIN: 48-0953372

Thank you for your donation!

Did not take due to:

- Improper Marking
- Hazardous Materials
- Other: _____

**TAX DEDUCTABLE
DONATION
RECEIPT**

TO BE FILLED OUT BY DONOR

Date donation was made: _____

Name: _____

Items Given: _____

Estimated Fair Market Value: _____

The Prairie Village Community Foundation (PVCF) is a 501(c)3 organization. Donors may deduct contributions to our organization as provided in section 170 of the Internal Revenue Service code.

All items donated to the PVMF are tax deductible at their present fair market value. Internal Revenue Code places the responsibility for estimating the value upon the donor rather than the agency receiving the gift. (IRS advises that "fair market value" is interpreted as the price which a buyer is willing to pay and the seller willing to accept).

Form: tax receipt door hanger Rev 01/2015

**HOW YOUR
DONATION HELPS**

**THE PVMF HELPS DESERVING AND
QUALIFIED RESIDENTS WITH:**

- Utility assistance
- Minor home repairs
- Food assistance
- Recreation scholarships
- Other vital needs

SUPPORT FOR PRAIRIE VILLAGE SCHOOLS

ARTS PROGRAMMING

**DEVELOPMENT AND ENHANCEMENT
OF PRAIRIE VILLAGE PARKS**

- Upgrades to park amenities
(benches & playground equipment)
- Tree plantings

SUPPORT FOR COMMUNITY EVENTS

- JazzFest
- VillageFest



"Shop With a Cop" (photo credit PVPost.com)

**PRAIRIE VILLAGE MUNICIPAL
FOUNDATION MISSION STATEMENT**

"To provide assistance to persons in need, foster and promote acquisition and/or development of parks and recreation facilities, make available cultural arts opportunities and engage in activities incidental to accomplishing such purposes within the City of Prairie Village."

**7700 Mission Rd Prairie Village, KS 66208
(877) 555-1212 • textiles@pvkansas.com**



PRAIRIE VILLAGE TEXTILE RECYCLING®

FAQs

WHO BENEFITS FROM MY DONATIONS?

The funds generated from your tax deductible donations go to the Municipal Foundation to help deserving and qualified residents with vital needs, arts programming, park enhancement, and community events.

WHAT ITEMS CAN I DONATE?

"Textiles" includes everything from clothes & shoes to curtains & towels! If you have a specific item you're unsure of, just let us know.

WHEN WILL MY DONATIONS BE PICKED UP?

Textile Recycling will be picked up on the same schedule as your weekly trash pick-up.

WHERE SHOULD I PLACE MY DONATIONS?

Donations should be placed near your front door, porch, or garage with "PV" clearly marked on the bag/box and visible from the street to ensure that our drivers will see your donations.

WHERE WILL MY DONATIONS GO?

Your donations will go to 1) local thrift stores, 2) third world countries to help the needy, or 3) be repurposed.

WHY DONATE?

Curbside set out is not the only way! There are many worthwhile organizations who will accept your donated items. This program provides a convenient way to help the community as well as the environment

PRAIRIE VILLAGE MUNICIPAL FOUNDATION

7700 MISSION RD PRAIRIE VILLAGE, KS 66208

(877) 555-1212 • textiles@pvkansas.com



PICTURES, FROM TOP TO BOTTOM:
Shop With a Cop (photo credit-PVPost.com), Jazz Fest,
Weltner Park, Art Exhibit, Skate Park, Exterior Home Repair
("A Brush With Kindness"), PV Arbor Day (New Tree Planting)



Donating is easy! Your donations should be bagged or boxed, marked with "PV" in large letters, and set out near your front door, porch, or garage to be visible from the street.



SET-OUT PROCEDURES

PRAIRIE VILLAGE MUNICIPAL FOUNDATION
7700 MISSION RD PRAIRIE VILLAGE, KS 66208
(877) 555-1212 • textiles@pvkansas.com

Prairie Village Textiles Recycling
Implementation Timeline

| Textile Recycling Tasks/Timeline | | Responsible | Complete By | Complete | Notes |
|----------------------------------|--|-------------|------------------|----------|------------------|
| December 9, 2014 | Initial Meeting with PV Staff & Team Thrift | PV/TT | 12/9/2014 | X | |
| December 17, 2014 | Meeting with PV & TT | PV/TT | 12/17/2014 | X | |
| December 17, 2014 | Background work on contract | Kate/Dan | 1/16/2015 | X | |
| | Background work on promotional materials | Dan | 2/17/2015 | X | |
| January 6, 2015 | Meeting with PV & TT | PV/TT | 1/6/2015 | X | |
| January 15, 2015 | Meeting with PV & TT | PV/TT | 1/15/2015 | X | |
| January 16, 2015 | Contract to Katie Logan for approval | Kate | 1/29/2015 | X | |
| January 20, 2015 | Teen Council Meeting | Kate | 1/20/2015 | X | |
| January 23, 2015 | Meeting with PV & TT, 10 a.m. | PV/TT | 1/23/2015 | X | |
| January 27, 2015 | Meeting with PV & TT, 2 p.m. | PV/TT | 1/27/2015 | X | |
| February 2, 2015 | Present contract to Council Committee of the Whole, 6 p.m. | Kate | 2/2/2015 | | |
| February 3, 2015 | Update to Municipal Foundation | Quinn | 2/3/2015 | | |
| February 4, 2015 | Meeting with PV & TT, 2 p.m. | PV/TT | 2/4/2015 | | |
| February 17, 2015 | Final approval at City Council Meeting, 7:30 p.m. | Kate | 2/17/2015 | | |
| February 18, 2015 | Announcement on City website + e-news | Meghan | 2/18/2015 | | |
| | Submit final okay on newsletter | Meghan | 2/18/2015 | | |
| | Announcement on social media | Meghan | 2/18/2015 | | |
| | Meeting with PV & TT, 2 p.m. | PV/TT | 2/18/2015 | | Brandi |
| <i>March 4, 2015</i> | <i>Promo on PV Post</i> | <i>TT</i> | <i>3/4/2015</i> | | <i>Tentative</i> |
| | Meeting with PV & TT, 2 p.m. | PV/TT | 3/4/2015 | | |
| <i>March 9, 2015</i> | <i>Direct mail piece to Post Office</i> | <i>TT</i> | <i>3/9/2015</i> | | <i>Tentative</i> |
| <i>March 18, 2015</i> | <i>Promo on PV Post</i> | <i>TT</i> | <i>3/18/2015</i> | | <i>Tentative</i> |
| | Meeting with PV & TT, 2 p.m. | PV/TT | 3/18/2015 | | |
| March 28, 2015 | Earth Fair - Team Thrift presence | Scott/Dan | 3/18/2015 | | |
| March 31, 2015 | 2nd push on City website + e-news | Meghan | 3/31/2015 | | |
| | 2nd push on social media | Meghan | 3/31/2015 | | |
| April 1, 2015 | Meeting with PV & TT, 2 p.m. | PV/TT | 4/1/2015 | | |
| <i>April 3, 2015</i> | <i>Promo on PV Post</i> | <i>TT</i> | <i>4/3/2015</i> | | <i>Tentative</i> |
| April 1, 2015 | First collection | TT | 4/7/2015 | | |
| | Notify JoCo alert to trash opt-ins | Meghan | 4/7/2015 | | |
| | 3rd push on social media | Meghan | 4/7/2015 | | |
| April 15, 2015 | Meeting with PV & TT, 2 p.m. | PV/TT | 4/15/2015 | | |
| May 1, 2015 | Report 1st month collection stats on web/social | Meghan | 5/1/2015 | | |



ADAMSGABBERT

Right Solutions. Right People.

CONSULTANT EXPERTISE

INDUSTRY SUMMARY

- HEALTHCARE
- FINANCIAL
- MANUFACTURING
- GOVERNMENT
- PUBLIC UTILITIES
- PROFESSIONAL SERVICES

FUNCTIONAL EXPERIENCE

- FACILITATION
- STAFFING/RECRUITING
- EXECUTIVE LEADERSHIP
- BUSINESS INTEGRATION
- BOARD LEADERSHIP
- PERFORMANCE MEASUREMENT
- CHANGE MANAGEMENT

PROJECT EXPERIENCE

- CORPORATE RESTRUCTURING
- STRATEGIC PLANNING
- TALENT DEVELOPMENT
- COACHING
- PROCESS DEVELOPMENT
- TRAINING

CORPORATE OFFICES

AdamsGabbert
7300 W. 110th St. Ste 700
Overland Park, KS 66210

Phone: 913-735-4390

Mobile: 913-568-3167

Fax: 913-904-3474

www.adamsgabbert.com

DENISE KRUSE, CEO

BIOGRAPHY

Denise Kruse is CEO of AdamsGabbert (AG) and majority owner. Founded in 1999, AG is headquartered in Overland Park, KS with an additional office in St. Louis, MO. They specialize in improving business strategy and operations of their clients in the areas of people, process and systems. At AG, they thrive on delivering on their promises: to their clients, their associates, and their communities. They were named one of Kansas City's Top 10 Companies by the KC Business magazine, being named the "Community Steward of 2013".

Denise is a current board member on privately held RP Products, Inc. and Martin Leigh Laws & Fritzlen PC. She also serves on the boards of the National Association of Corporate Directors (NACD), the American Heart Association, is Chair of the Bloch School of Business Board at UMKC, and on the National Advisory Board for the Latino Coalition. Denise was founding Chair of win|win, and continues to serve on their Board. She was honored to be named a KC Woman Who Means Business in 2006 and a KC Woman of Influence in 2008.

RELEVANT EXPERIENCE

As an entrepreneur, Denise is integrating over 30 years of corporate general management experience includes building and managing a \$400M+ division of a Fortune 100 company, entrepreneurial leadership, and a passion for making a difference in her community. Throughout her career, Denise has had a broad range of experiences including creating an optimization study and resulting operational plan designed to quantify value, leverage best practice processes, and improve organizations' profitability. Her valued exposure with the Saratoga Institute brings an understanding of human capital measurement and the costs associated with less than optimal human resource management results. She has consulted with multiple organizations with senior executives, becoming a trusted advisor at the strategy level, as it impacts their business results.

Denise has been involved in merger and acquisition activities and several corporate restructuring activities and has an outstanding record of achievement in business expansion, talent and leadership development, business recovery, and a special focus on her ability to create the strategy and delivery infrastructure for business integration within organizations.

EDUCATION/CERTIFICATIONS

- Bachelor of Business Administration from Emporia State University

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
February 02, 2015
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PUBLIC PARTICIPATION (5 MINUTE TIME LIMIT PER PERSON)**
- 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 City Council minutes - January 20, 2015
- 2. Approve claims ordinance 2924
- 3. Approve the 2015 contract with British Soccer and Challenger Sports

By Committee

- 4. Approve animal control ordinance including bee keeping provisions

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

Council Committee of the Whole

COU2015-07 Consider revisions to exterior grant program

- 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

February 2, 2015

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
January 20, 2015**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, January 20, 2015 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Acting Mayor Ashley Weaver called the meeting to order and roll call was taken with the following Council members present: Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Dan Runion, David Morrison, Ted Odell and Terrence Gallagher.

Staff 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; Nolan Sunderman, Assistant to the City Administrator; Lisa Santa Maria, Finance Director; and Joyce Hagen Mundy, City Clerk. Also present were Planning Consultant Ron Williamson, Captain Wes Lovett and Captain Tim Schwartzkopf. Also attending were Teen Council members Bailey Ricker, Max Keeter, Alidast Jerdi, Gabe Altenbernd, Kyle Baker and Denisa Butas.

The Colors were presented by the Police Department Honor Guard who led all present in the Pledge of Allegiance.

POLICE DEPARTMENT PRESENTATIONS

Chief Wes Jordan introduced Med-Act Captain John Linville for the presentation of Life Saving Awards to Officers Seth Meyer, Rick Bohon and Sgt. Dan Stewart for the

life saving actions on September 27, 2014 on a victim of electrocution from a tree trimming incident with a power line. Chief Jordan noted it was the second Life-Saving Award earned by Officers Meyer and Bohon. The Officers and Sgt. Stewart were also presented with Department Honor Awards.

Chief Jordan then called upon Officers Brian Wolf and John Shipman to present them with the Department's highest honor, the Award of Valor, for their involvement in the successful capture of bank robbery suspects at Bank of America on October 29th. These officers were also recognized by officials of Bank of America in a special ceremony last week.

PUBLIC PARTICIPATION

No one was present to address the City Council.

CONSENT AGENDA

Terrence Gallagher noted a correction to the minutes referencing the ANSI as American National Sign Institute which should have been American National Standards Institute. The City Clerk noted she would make the correction.

Ashley Weaver noted #5 should read 2015 Ford Interceptors. Ted Odell asked item number 4 be removed for discussion.

David Morrison moved the approval of the Consent Agenda for Tuesday, January 20, 2015 with the noted corrections to #1 & #5 and removal of #4:

1. Approve Regular City Council Minutes - January 5, 2015
2. Approve Claims Ordinance 2924
3. Approve agreements by and among the City of Prairie Village, Kansas, the City of Merriam, Kansas, the City of Leawood, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, the City of Roeland Park, Kansas and Johnson County Parks and Recreation District for use of swimming pool facilities and approve a Letter of Understanding by and between the Johnson County Park &

Recreation District and the Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission and Merriam for the following arrangement: On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

4. Removed
5. Approve the purchase of three 2014 Ford Police Interceptor Utilities from Shawnee Mission Ford through the Mid America Council of Public Purchasing (MACPP) Metropolitan Joint Vehicle Bid.

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

Ted Odell noted a 1.5% increase for resident memberships and 2% for non-resident memberships. He was concerned with raising membership fees and not increasing gate fees. He feels people with memberships should receive preferential treatment, not walk-ins. Nolan Sunderman responded the proposed fees were established based on area fees to keep fees equitable among area pools. Laura Wassmer noted there is more pushback from individuals over raised gate fees than memberships. Mr. Odell felt those purchasing memberships should be rewarded, noting Prairie Village has a large number of walk-up traffic. Mr. Sunderman noted recent upgrades to area pools may impact that number this year. Ms. Wassmer stated the committee will take that into consideration.

Terrence Gallagher questioned the lack of increase for the use of the tennis courts. He would like to see pool fees decreased 0.5% and tennis fees increased. Nolan Sunderman noted with tennis program is cost neutral and with the addition of the pickleball courts, it is expected to generate revenue.

Ted Odell moved the City Council approve the following recreation fee changes for 2015:

| | |
|--|-------|
| Resident - Household | \$163 |
| Resident - Two Person Family | \$153 |
| Resident - Individual | \$79 |
| Resident - Senior Citizen | \$62 |
| Resident - Babysitter (new) | \$63 |
| Resident - 10 Swim Card | \$58 |
| Non-Resident - Household | \$274 |
| Non-Resident - Individual | \$166 |
| Non-Resident - Senior Citizen | \$113 |
| Non-Resident - Child | \$113 |
| Non-Resident - Babysitter (new) | \$68 |
| Non-Resident - 10 Swim Card | \$63 |
| Aquatics - Non-Resident w/o membership | \$149 |
| Tennis Lessons - Pee-Wee | \$47 |
| Tennis Lessons - Mighty Mites | \$60 |
| Tennis Lessons - Future Stars | \$60 |
| Pickleball (new) | \$30 |

The motion was seconded by Laura Wassmer and passed unanimously.

MAYOR'S REPORT

There was no Mayor's Report

COMMITTEE REPORTS

Council Committee of the Whole

COU2014-47 Consider the awarding and funding of the 75th Street Project from State Line Road to Mission Road: Project 75ST0001

On behalf of the Council Committee of the Whole, Council President David Morrison moved the City Council recommend that the Kansas Department of Transportation award the contract for Project 75ST0001 to O'Donnell and Son's Construction Company for \$3,494,951 and approve the transfer of \$500,000 from unspent prior year street funds and \$300,000 from the 2015 Drainage Program to Project: 75ST0001: 75th Street - State Line Road to Mission Road. The motion was seconded by Steve Noll and passed by a vote of 9 to 2 with Ruth Hopkins and Terrence Gallagher voting in opposition.

COU2015-04 Consider approval of KDOT Form 1309 “Authority to Award” for Project 75ST0001: 75th Street - State Line Road to Mission Road

On behalf of the Council Committee of the Whole, Council President David Morrison moved the City Council authorize the Mayor to sign KDOT Form 1309 “Authority to Award” for Project 75ST0001: 75th Street - State Line Road to Mission Road. The motion was seconded by Andrew Wang and passed unanimously.

COU2015-05 Consider approval of a three party non federal aid agreement between KDOT, Prairie Village and TranSystems for Project 75ST0001: 75th Street - State Line Road to Mission Road

On behalf of the Council Committee of the Whole, Council President David Morrison moved the City Council approve a three party non federal aid agreement between Kansas Department of Transportation (KDOT), City of Prairie Village and TranSystems for Project 75ST0001: 75th Street - State Line Road to Mission Road. The motion was seconded by Andrew Wang and passed unanimously.

COU2015-06 Consider approval of the Construction Administration Agreement with TranSystems for Project 75ST0001: 75th Street - State Line Road to Mission Road

On behalf of the Council Committee of the Whole, Council President David Morrison moved the City Council approve the Construction Administration Agreement with TranSystems for Project 75ST0001: 75th Street - State Line Road to Mission Road in the amount of \$378,923.87. The motion was seconded by Andrew Wang and passed unanimously.

Planning Commission

PC2014-122 Consider Final Plat for Mission Chateau

Ron Williamson stated the Preliminary Plat for Mission Chateau was approved by the Planning Commission on February 10, 2014 subject to 14 conditions which have all

been addressed in the presentation of the Final Plan. Conditions 1, 2, 3 and 5 of the preliminary plat will be addressed as a part of Condition 13. Conditions 6, 8 and 11 are shown on the Final Plat. The applicant has submitted covenants as required in Condition 7. Conditions 9, 10 and 12 will be attached to the Final Plat.

Mr. Williamson stated the Subdivision Regulations require the following additional information to be submitted with the Final Plat:

- A. Covenants - submitted condition 7, some minor revisions are needed.
- B. Proof of Ownership - submitted
- C. Review by County Surveyor - submitted for information (The County Engineer will not review the Final Plat until it is approved by the City.)
- D. A Certificate showing all taxes and assessments have been paid - submitted
- E. Construction Documents for streets, sidewalks and storm drainage - submitted

The Final Plat has the Certificate of Property Owner, Certification of Surveyor, Planning Commission approval and Governing Body acceptance of easements and rights-of-way.

Mr. Williamson noted the City does not want the liability or responsibility for maintaining the storm drains within pipes, the detention pond and the Dykes Branch drainage way across the north end of Lot 10. Therefore, the following text will be added to the Final Plat:

Property Owner Maintenance of Drainage Easements and Improvements

The Owner of Lot 10 shall construct, install and maintain all drainage improvements (pipes, conduit, open drainage and detention areas) located in easements on Lot 10 and shall keep said improvements in good repair and fully functional.

If the City reasonably determines that the drainage improvements require repair or maintenance, including the removal of debris, the City shall provide written notice to such owner indicating the repair or maintenance needed. If said owner does not repair or perform such maintenance within a reasonable period of time, the City may perform the required maintenance or repair and said owner shall reimburse the City for the cost of such work. In undertaking any such repairs or maintenance, the City shall not disturb any improvements or Lot 10 unless necessary to perform such work. The City shall have no liability associated with the repair and maintenance.

The Planning Commission approved the Final Plat for Mission Chateau on December 2, 2014 recommending the Governing Body's acceptance of the rights-of-way and easements subject to the following conditions:

1. That the applicant protect and preserve as much existing vegetation as possible along the property lines.
2. That all existing improvements be removed from the 85th Circle right-of-way and the nine single-family lots prior to recording the Final Plat.
3. That the west driveway connection and the loop drive to Mission Road from the Senior Housing Community to 85th Circle be constructed at the same time as 85th Circle.
4. That the applicant submit the Final Plat to the County Engineer after approval by the City.
5. Add Property Owner Maintenance of Drainage Easements and Improvements to text of Plat prior to submission to the Governing Body.
6. That the applicant make revisions to the proposed covenants as requested by Staff prior to submitting the Final Plat to the Governing Body.

Mr. Williamson stated the Governing Body may extend action of a plat for a maximum of 30 days. That time period begins with this meeting.

Ted Odell moved the Governing Body continue action on the approval of the Final Plat for Mission Chateau to February 17, 2015. The motion was seconded by Jori Nelson.

Timothy Sear, representing the applicant, stated they have no opposition to the continuation of action on the plat; but they do oppose the continuation of the request for an extension to their special use permit without the staying of that time period from the deadline for the commencement of construction.

The motion to continue action on the Final Plat for Mission Chateau was approved unanimously by the Governing Body.

Ted Odell moved to continue action on PC2013-11 Request for extension to the Special Use Permit for Mission Chateau until February 17, 2015. The motion was seconded by Jori Nelson.

Laura Wassmer stated representatives of MVS, LLC met last week with representatives of the Mission Valley Neighborhood Association regarding revised plans for this project. She felt the meeting was very promising and is optimistic that communication will continue to move forward to a potential agreement of both parties. If this is the case, a new application for a special use permit will be filed for the property.

MVS, LLC does not see any harm in staying the time clock while these communications are taking place. However, they do not want to lose their current SUP if negotiations break down especially with the lack of a definition of "Commence construction" being determined by the Governing Body.

Timothy Sear, representing MVS, LLC, stated they have presented revised drawings of a new layout for the facility that is smaller in size and shorter in height to the neighborhood association. He also is hopeful that this will be productive, but feels it may be a time consuming process to come to an agreement between the two parties. While it is being discussed the clock continues to run against the existing special use permit and there has not been a determination made on what is the commencement of construction placing the existing project in jeopardy if a compromise cannot be reached. They proposed that the SUP be extended so that no less than the one year currently on the timetable remain should negotiations fail to come to a resolution. This would also provide an opportunity for the court challenge to potentially be resolved. The Governing Body would not be required to define what constitutes the commencement of construction where there are widely divergent opinions by lay people as well as professionals.

Mr. Sear noted the legal jeopardy MVS, LLC places with having to "commence construction" prior to the resolution of legal challenges made to the appropriateness of

the city's process in approving the project. They do not feel they can place the current SUP in jeopardy by pursuing other alternatives and still have the clock running against the approved project. They are willing to forego the recommendation of the Planning Commission to extend the date by 14 months if the Council will stay the time period in which they continue consideration of the request to allow for negotiations with the neighborhood on a potential revised plan.

Ms Wassmer asked how it would be determined that negotiations have broken down. Mr. Sear recommends the City set a firm date by which resolution must be reached and not leave it in the hands of private entities.

Laura Wassmer stated her only concern is she does not think they will have a signed agreement by February 17th so it is extended again - "at what point is the city becoming unreasonable?" She does not have a problem staying the clock while they are going through negotiations.

Brian Doerr, 4000 West 86th Street and a member of the Mission Valley Neighborhood Association, stated they are in serious conversation and he also is positive about the progress being made. He noted the neighborhood asked for these conversations three years ago. He feels that granting the stay would place the focus on the legal aspects and not on reaching agreement on a revised plan. Dan Runion asked when current discussion started. Mr. Dorr responded in December.

Andrew Wang stated that while it may not be unreasonable in a legal sense to deny the extension and regardless of how individual council members voted, the City followed due process and an SUP was granted. The neighbors then filed a lawsuit challenging the ruling by the courts that legal process was followed to place this project in jeopardy by creating a huge risk for the applicant to commence construction in order

to retain its SUP before the final legal resolution. He feels it is unfair to run the clock for the 30 day period requested to allow for continued discussion without creating further hardship on the applicant.

Jori Nelson stated the applicant was aware of the neighborhood opposition and the likelihood of a legal challenge. She opposes the proposed extension of time.

Ruth Hopkins asked what the downside to granting 30 days would be.

Ted Odell stated that he feels negotiations are well and if it continues to move forward they can request an extension in February.

Eric Mikkelson stated that with one year left on the time period he felt the request for an extension is premature. He sees the following downside to granting the extension: Good faith negotiation will progress because of the time pressure. There are many people who want this project to go forward and feel it has already been delayed too long. The city approved a two year time frame.

The motion to continue consideration of the request for an extension to the Special Use Permit for Mission Chateau to February 17th was voted on and passed by a vote of 10 to 1 with Andrew Wang voting in opposition.

Police Pension Board

Steve Noll reported that the Police Pension Board met and has agreed to serve as the Employee Retirement Board for the 457b and 401a plans.

STAFF REPORTS

Staff Reports were given at the earlier Council Committee meeting.

OLD BUSINESS

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

NEW BUSINESS

Keith Bredehoeft stated in early December it was discovered that improvements were being constructed in the island at Prairie Lane and Oxford Road. Approval from the City was not requested for these modifications and after looking into the situation it was discovered that a group of residents who are involved in island maintenance in this area made these modifications without seeking prior City approval. Work was stopped until the City could determine if the improvements were acceptable for this location. At this point, the Prairie Hills Home Owners Association is not in favor or against these modifications. Approval by the HOA was not sought prior to construction.

The improvements include a circular stone seating area that has a central fire pit ring and the plan also shows landscaping being added to the island as well. The modifications that are constructed to date seem to be of quality standards. Overall this type of improvement is positive and would add to the quality of life in the area.

Mr. Bredehoeft noted that Public Work's concern with the improvement centers around the addition of the permanent fire pit. This is a small island with public streets on all three sides, two of which are through residential streets connecting to the Village Shops. The desire to have a fire pit at this location is understandable but Public Works does not think is it appropriate at this location. The proximity of the streets and the potential distraction to drivers coupled with probability of children playing in the area after dark when the fire pit would be in use cause concern. The residents have communicated to Public Works that if the fire pit is a concern that they would remove it as part of the permanent improvements.

Andrew Wang asked what work the city had done on this site. Mr. Bredehoeft

replied curbs were installed along the island five years ago. Mr. Wang was amazed that anyone would feel they had the authority to build a fire pit on city right-of-way. Ruth Hopkins shared this feeling and does not feel such action should be encouraged.

Jori Nelson noted there was no formal approval given by the homes association, but noted some of the individuals involved are part of the Board.

Ted Odell stated he liked the way it looked but expressed concern with the precedence set by the action and the lack of process followed - no construction permit issued, no inspection, which is responsible for maintenance and the liability if someone is injured or if it caused a traffic accident. There is a process that has to be followed.

David Morrison stated it appears on the surface to be a quality project, but he is concerned with people building on city property without authorization.

Dan Runion asked if there were crosswalks to this area. Mr. Bredehoeft responded there were not. Mr. Runion expressed concern with people crossing the street to get to the island.

Eric Mikkelson stated the council's focus needs to be on an appropriate remedy that is in the best interest of the city.

Acting Mayor Ashley Weaver opened the meeting to comments from the public.

Chuck Dehner, 4201 West 68th Terrace, provided background on the Prairie Village Island Volunteers and their role in not only beautifying islands, but in building community. He shared stories of the improvements made to city islands and how they have improved the City. The plan for this island was developed with the intention of building community and provide a place to gather.

Brian Strouse, 4300 Prairie a local contractor, donated all of the work. He constructed benches and a fire pit in an area that was previously empty. He was not

aware of city protocol. The materials used were high quality and constructed to industry standards. Mr. Strouse stated he is willing to cover the pit making it into a table if directed to do so by the City. The neighbors enjoy gathering on the island and would like to keep it.

Susan Forrest, 6837 El Monte, questioned if burning were not illegal in Prairie Village. Chief Jordan responded that burning in a protected and monitored fire pit was allowed. Unprotected open burning was illegal. Mrs. Forrest believes it would be a mistake for the City to simply approve the project as it would set a bad precedence. If something was to be built on city islands, she would be more comfortable with it being built by the city such as the improvements to the El Monte Fountain.

Matt Duncan, 4206 Prairie Lane, stated this is a great community area and he views the changes to the island as an improvement to the City. He noted the neighbors have held parties on the island.

Pat Roberts, 3912 West 68th Street, is the island coordinator and suggested the City and Homes Association work together to establish guidelines that can be shared with all homes associations.

Laura Wassmer stated that she and Nolan Sunderman have drafted a letter that will be sent to all homes associations thanking them for their partnership with island care and setting out guidelines for islands and reminding them that they are city property. It also addresses the care and maintenance of statues.

Ted Odell asked how large the island was. Mr. Bredehoeft stated it is smaller than the El Monte Island but it is a large island.

Terrence Gallagher commended the neighborhood for pulling together. However, he noted that Mr. Dehner is very aware of city processes and who should

have been contacted. What needs to be considered is it good for the City. He asked if it would be allowed in someone's front yard. He would like to see the construction stopped and the correct process and approvals be granted before continuing.

David Morrison noted there has been long-standing confusion among residents as to whether the island are homes association or city property. He feels this is a great project and addition to Prairie Village. He noted this work was done at no cost to the city.

Dan Runion agreed with Mr. Gallagher that neither Mr. Dehner nor a professional contractor can claim ignorance as to proper process and permits.

Ruth Hopkins acknowledged that the city has a history of not maintaining its statuary but for a citizen to feel they can simply remove one is unbelievable. She is thrilled that a letter is going out to homes associations to address this, but feels we must also educate citizens. Ms. Nelson suggested it be included in the Village Voice and on the city's website. She added that this public island is not for use only by the neighbors, but could be used by anyone.

Ashley Weaver stated she did receive two letters of support for the fire pit.

Steve Noll stated that if the fire pit stays, the city will get sued. He asked what if another neighborhood wanted to put a basketball goal on their island. He asked, who decides how you can use an island. He felt that if the fire pit was capped the major issue would be resolved.

Eric Mikkelson felt the letter was a great idea. He would like to see a formal acknowledgement from the Homes Association that this is City property, that the fire pit not be used as a fire pit. They can keep what is present and propose to the city a possible alteration such as a checkers table.

Andrew Wang asked Council members to go to [Prairie Hills Homes.org](http://PrairieHillsHomes.org). On that website it clearly communicates what can be done on an island located within the homes association and also features pictures of islands within the association. There are no structures or fire pits on the islands. He doesn't feel this should be granted based on "ask for forgiveness, rather than seek permission" basis. The history of Prairie Village is one of partnerships between residents and the city, not residents doing as they wish.

Ted Odell shared the concern of building and asking for forgiveness and felt the city needed to look at options.

Eric Mikkelson moved that the Prairie Village Homes Association formally acknowledge the city's ownership of the island, that current construction is halted and they submit for city approval a proposal for further development of the island including the removal of the fire pit and that those improvements meet city code and ADA requirements. The motion was seconded by David Morrison.

Keith Bredehoeft noted Public Works already has a plan for what they want to do. The amenities will be worked through with Public Works and the Parks Committee. He noted ADA implications have not been reviewed. The normal permits and approvals will be required and the island will continue to be maintained by the Homes Association.

Ted Odell stated he didn't feel the motion went far enough noting the potential liability, possible ADA improvements and crosswalks is huge.

Terrence Gallagher confirmed that fire pits could still be brought to the island. Chief Jordan stated if the city does not want fire pits, it will have to draft an ordinance prohibiting them.

The motion was voted on and passed by a vote of 10 to 1 with Andrew Wang

voting in opposition.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

| | | |
|--------------------------------|------------|-----------|
| Prairie Village Arts Council | 01/21/2015 | 7:00 p.m. |
| VillageFest Committee | 01/22/2015 | 7:00 p.m. |
| Council Committee of the Whole | 02/02/2015 | 6:00 p.m. |
| City Council | 02/02/2015 | 7:30 p.m. |

=====

The Prairie Village Arts Council is pleased to present an exhibit by the Greater Kansas City Art Association in the R. G. Endres Gallery during the month of January.

Deffenbaugh observes the Martin Luther King, Jr. Holiday. Regular trash pickup will be delayed one day.

The League of Kansas Municipalities is hosting City Hall Day on Wednesday, February 4, 2015 in Topeka, KS. Please RSVP to mbuum@pvkansas.com.

The 2015 annual large item pick up has been scheduled. Items from homes on 75th Street and north of 75th Street will be collected on Saturday, April 11th. Items from homes south of 75th Street will be collected on Saturday, April 18th.

The Council Work Session will be held on Saturday, February 21st at Village Presbyterian Church beginning at 8:30 a.m.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 9:40 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

February 2, 2015

Copy of Ordinance
2926

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 | | | |
| 9054-9105 | 1/2/2015 | 247,268.81 | |
| 9106-9107 | 1/9/2015 | 1,181.25 | |
| 9108-9200 | 1/16/2015 | 497,054.44 | |
| 9201 | 1/20/2015 | 1,225.05 | |
| 9202-9208 | 1/21/2015 | 60,367.27 | |
| 9209-9218 | 1/23/2015 | 83,096.63 | |
| 9219-9297 | 1/30/2015 | 322,455.25 | |
| Payroll Expenditures | | | |
| 1/9/2015 | | 260,120.44 | |
| 1/23/2015 | | 284,997.97 | |
| Electronic Payments | | | |
| Electronic Pmnts | 1/6/2015 | 374.52 | |
| Electronic Pmnts | 1/12/2015 | 396.37 | |
| Electronic Pmnts | 1/13/2015 | 9,588.95 | |
| Electronic Pmnts | 1/14/2015 | 2,678.39 | |
| Electronic Pmnts | 1/16/2015 | 3,464.56 | |
| Electronic Pmnts | 1/21/2015 | 510.99 | |
| Electronic Pmnts | 1/23/2015 | 19,438.97 | |
| Electronic Pmnts | 1/26/2015 | 3,464.56 | |
| Electronic Pmnts | 1/28/2015 | 232.92 | |
| Electronic Pmnts | 1/30/2015 | 393.54 | |
| TOTAL EXPENDITURES: | | | 1,798,310.88 |
| Voided Checks | | | |
| | Check # | (Amount) | |
| KCPL | 9184 | (54,454.49) | |
| TOTAL VOIDED CHECKS: | | | (54,454.49) |
| GRAND TOTAL CLAIMS ORDINANCE | | | 1,743,856.39 |

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

Passed this 2nd day of February 2015.

Signed or Approved this 2nd day of February 2015.

(SEAL)

ATTEST:

Frederick H. Korten, Jr.
City Treasurer

ATTEST:

[Signature] 1-29-15
Finance Director



PARKS & RECREATION

Parks & Recreation Meeting Date: January 14, 2015
City Council: February 2, 2015

Consent Agenda

Consider Approval of the 2015 Contract with British Soccer and
Challenger Sports

RECOMMENDATION

Recommend approval of the recreation contract with Challenger Sports for British Soccer.

BACKGROUND

The City annually enters into a contract with this outside agency to offer recreation programming. The attached contract is very similar to contract we have signed in previous years. In 2015, turf renovations are planned for Taliaferro Park so the camp has been moved to Porter Park.

FINANCIAL IMPACT

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

ATTACHMENTS

Challenger Sports and British Soccer Agreement

PREPARED BY

Nolan Sunderman

Assistant to the City Administrator

Date: 1/27/15

AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND CHALLENGER

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

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

Services Provided:

Challenger shall make available, conduct, and maintain (1) instructional British Soccer camp in accordance with the terms of this Agreement. There will be at least one qualified coach for each coaching group (12-15) campers. The morning camp shall consist of five (5) sessions of at least three (3) hours each and will be scheduled 9am-12pm. Challenger shall not be required to conduct the camps if it is determined by mutual agreement of the parties that there is not sufficient interest among participants to justify the camp.

Cost of Camp:

The cost for each participant for the morning camp shall be \$142. Challenger shall be in charge of collecting these fees from participants.

Facility Reserved:

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

Camp Date:

The camps will take place from June 15, 2015 through June 19, 2015. In the event of a cancelled day of camp due to weather, the City will allow the use of said facility at no additional cost to Challenger for make-up days mutually agreed upon.

Facility Use/ Condition:

The City will allow Challenger exclusive use of said facility from 9:00 a.m. - 12:00 p.m. This applies to all applicable areas of said facility, including, but not limited to all playing field areas, restrooms, and covered shelter areas. However, Challenger understands that the facility is a public park and the residents of Prairie Village may reasonably use the portions of the facility not in use by Challenger.

The City also agrees to prepare the facility (i.e. Proper lawn care, sanitize restrooms and shelters, removal of trash, etc.) prior to the first day of camp. Challenger and the City will agree upon the satisfactory condition of the facility within seven (7) days prior to the start of the first day of camp. Any additional facility maintenance agreed upon by both parties will be provided by the City throughout the camp week at no additional charge.

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

Rental Payment:

Challenger agrees to pay a rental fee of ten U.S. dollars (\$10.00) per student enrolled in said camps. This fee is intended to reimburse the City for its costs in making the facility available for the camps. Challenger will pay the City of Prairie Village by check no later than September 1, 2015. This shall be the only payment required in consideration of the use of said site for said camp. Challenger, as proof of camp attendance, will provide enrollment rosters.

Insurance:

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

Liability:

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

The Agreement:

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between Challenger and the City with respect to the 2015 Challenger Camp season, from May 1, 2015 to September 1, 2015, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.

Challenger Representative

Date

City of Prairie Village Representative
Ashley Weaver, Acting Mayor

Date



POLICE DEPARTMENT

Council Meeting Date: January 20, 2015

COU2014-44

Consider Amendments to Chapter II. Animal Control and Regulation - Article 1.

RECOMMENDATION

Staff recommends the City Council approve proposed amendments to Chapter II Ordinances governing Animal Control and Regulation.

COUNCIL ACTION REQUESTED ON:

February 2, 2015

SUGGESTED MOTION

Move to approve proposed amendments as specified to Chapter II - Animal Control and Regulation - Article 1.

BACKGROUND

The Department decided to make necessary updates to Animal Control and Regulations in conjunction to changing the appeal mechanism from the Animal Control Board to the Governing Body. The Department also added a beekeeping provision (2-145) as directed by Council. All collective changes/amendments are color highlighted. The Department believes the following explanations by Ordinance will provide clarity to the appeal process, update necessary changes to improve enforcement efforts, and enhance public safety: NOTE: The following chart only addresses changes of significance. All additional changes are also color highlighted throughout the attached revision.

- 2-102: Expanding definition of “dangerous animals.”
- 2-103: Strengthening language and guidelines of (a) when to classify or deem an animal to be “dangerous” and (b) specifying an animal declared “dangerous” in another jurisdiction cannot be relocated to Prairie Village. However, Animal Control will evaluate pending requests to ensure the designation in another jurisdiction was based on equivalent factors.
- 2-108 Provides guidelines to engage witnesses to assist in providing evidence to substantiate complaints.
- 2-120 To list the City as a certificate holder on insurance policies for dangerous dogs...so the City is notified when the insurance policy is due for renewal.

- 2-121 If a person receives a permit to keep a dangerous animal, staff recommends the added safeguards in conjunction with physical barrier requirements as applicable: added warning signs, Microchip identification, Mandatory Spay or Neuter, and behavior modification training.
- 2-127 Authority to grant/deny appeals and matters of welfare and control is changed from the Animal Control Committee to the Governing Body.
- 2-130 Expands on language concerning when an owner is in violation of not having their dog or cat under their immediate control.
- 2-131 Allows owners to control their pets on their property with electronic fences and collars.
- 2-132 Tethering guidelines, restrictions, and time limits to improve animal welfare.
- 2-139 Includes a procedure at the end of animal bite observation periods to provided the animal control officer the authority to require a veterinarian to access the animal's health. Court fines and animal disposal options are specified for Municipal Judges.
- 2-142 The animal control officer is not responsible for removing dead animals from private property.
- 2-145 New language to now allow Beekeeping.

PREPARED BY

Wes Jordan
Chief of Police
Date: January 14, 2015

Attachment

ORDINANCE NO. 2325

AN ORDINANCE AMENDING CHAPTER II, ENTITLED “ANIMAL CONTROL AND REGULATION” OF THE PRAIRIE VILLAGE MUNICIPAL CODE BY REPEALING THE EXISTING CHAPTER II AND REPLACING IT WITH A NEW CHAPTER II

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

Section 1. Chapter II of the of the Prairie Village Municipal Code entitled “Animal Control and Regulation” is hereby amended by repealing Chapter II and enacting in lieu thereof a new Chapter II to read as follows:

CHAPTER II. ANIMAL CONTROL AND REGULATION

ARTICLE 1. GENERAL PROVISIONS

2-101 PURPOSE

The purpose of this chapter is to promote harmonious relationships in the interaction between man and animal by:

- (a) Protecting animals from improper use, abuse, neglect, exploitation, inhumane treatment and health hazards;
- (b) Delineating the responsibility of the animal’s owner, keeper, or harbinger for the acts and behavior of his or her animal at all times;
- (c) Providing regulations that foster a reduced risk to residents from annoyance, intimidation, injury and health hazards by animals; and
- (d) Encouraging responsible pet ownership.

2-102 DEFINITIONS

- (a) Abandon includes the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.
- (b) Animal is any living creature, other than humans.
- (c) Animal Bite is any contact between an animal’s mouth, teeth, or appendages and the skin of a bite victim that causes any visible puncture, scratch or break to the skin
- (d) Animal Control Officer is a duly authorized person employed by the City who is charged with the duties of enforcing this chapter and/or related ordinances.
- (e) At-large is to be off the owner’s property, except when the animal is taken off the owner’s property on a leash, in a cage, or other conveyance.
- (f) City or “The City” is a reference to the City of Prairie Village, Kansas and its corporate limits.

- (g) Confined to the Premises applies to Chapter II regarding Dangerous Animals; Permits, Provisions and/or Requirements to Keep Dangerous Animal(s); Animal Bite Procedures; and/or Disease Control. When used in Chapter II, “Confined to the Premises” means confined or restricted either inside the residential structure of the owner, keeper or harborer; or if outside the residential structure, confined or restricted to the backyard of the premises by being physically restrained on a chain or leash or within a suitable fence or other proper method of physical restraint from which the animal cannot escape.
- (h) Dangerous Animal shall include:
 - (1) Any animal, which is wild by nature and of a species which, due to size, vicious nature or other characteristics, would constitute a danger to human life, physical well-being, or property, including but not limited to lions, tigers, leopards, panthers, bears, wolves, wolf hybrids, apes, gorillas, monkeys of a species whose average adult weight is 20 pounds or more, foxes, elephants, alligators, crocodiles, and snakes which are poisonous or otherwise present a risk or serious physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors;
 - (2) Any other animal that is determined to be a dangerous animal by the Animal Control Officer or the Chief of Police. Factors to be considered in this determination are: At the time of any bite or attack, did the person or domestic animal so bitten have permission to be on the property of the person who owns or harbors such animal? Does the animal have a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of human beings or domestic animals? Has the animal aggressively bitten, attacked, endangered, or inflicted severe injury on a human being on public or private property? Does the animal have any prior history of bites or attacks?
 - (3) Any animal owned or harbored primarily or in part for the purpose of fighting, or any animal trained for fighting.
- (i) Domesticated Cat or Dog is a cat or dog that tends to possess reliability of temperament, tractability, docility, predictability and trainability, and has adapted to life among humans.
- (j) Harborer is any person who provides food and shelter for any domesticated animal.
- (k) Impound means taking any animal into the confinement, care, or custody of the City.
- (l) Owner is the keeping or harboring of any animal referred to in this chapter. Any person keeping any animal in the City for three consecutive days shall be conclusively presumed to be the owner of such animal.
- (m) Person is any natural person, association, firm, partnership, organization, or corporation.
- (n) Service / Work Dog is any guide dog, signal dog or other dog that is individually trained to do and is doing the work of performing tasks for the benefit of an individual with a disability, or a dog that is utilized by law enforcement personnel.
- (o) Vicious Bite is any unprovoked attack by any animal, which results in *serious physical injury or death to a human and/or other domestic animal* in which the attacking animal uses its teeth and/or claws.

2-103 AUTHORITY TO DETERMINE AN ANIMAL TO BE DEEMED DANGEROUS

- (a) Where City records indicate a dog or cat has attacked or bitten any person and/or domestic animal without provocation, all known facts shall be considered in determining whether the dog or cat is a “dangerous animal”. The Animal Control Officer or the Chief of Police of the City shall have the authority to determine whether or not any animal in the City should be classified as a “dangerous animal.” Factors to consider in making this determination are: At the time of the bite or attack, did the person or domestic animal so bitten have permission to be on the property of the person who owns or harbors such dog or cat? Does the cat or dog have a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of human beings or domestic animals? Has the cat or dog aggressively bitten, attacked, endangered, or inflicted severe injury on a human being on public or private property? Does the cat or dog have any prior history of bites or attacks?
- (b) A dog or cat that has been adjudicated by another governmental jurisdiction based on its behavior to be dangerous, vicious or a comparable designation shall not be relocated to Prairie Village. Animal Control will evaluate pending requests to ensure the designation was based on equivalent factors by definition.
- (c) The Animal Control Officer or the Chief of Police is authorized to permanently remove or euthanize animal(s) in cases of severe injury and/or viciousness. This measure is only allowed when the risk factors associated to unpredictability and aggressive behavior necessitates this decision to ensure public welfare is not endangered.

2-104 KEEPING OF LIVESTOCK, POULTRY, AND FOWL PROHIBITED

- (a) It shall be unlawful for any person to own, keep or harbor livestock, poultry or fowl on any premises within the City and no special or temporary permit will be issued for these. For the purpose of this section, livestock, poultry, and fowl include, but are not limited to: cows, pigs, horses, donkeys, mules, sheep, goats, chickens, ducks, geese, guinea fowl, peacocks, pigeons, swans and those animals considered miniature or pygmy breeds, e.g., pot-bellied pigs, miniature donkeys, miniature horses, and pygmy goats.
- (b) The following persons or organization shall be allowed to own, harbor, or have charge, custody, control or possession of any livestock, poultry and fowl:
 - (1) The keeping of such animals in zoos, bona fide educational or medical institutions, museums or any other place where there are kept live specimens for the public to view or for the purpose of instruction or study;
 - (2) The keeping of such animals for exhibition to the public of such animals by a circus, carnival or other exhibit or show;
 - (3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment; and
 - (4) Commercial establishments processing such animals for the purpose of sale or display.

2-105 HARBORING OR KEEPING OF ANIMALS

- (a) No person shall keep, harbor or allow to be kept without a permit, as described in this chapter, any dangerous animal(s) or any safe animal. The following animals are the only animals allowed without a permit with the exception of cat(s) and dog(s), which if deemed as a dangerous animal, then a permit is required for said cat or dog:
 - (1) Domestic dog (*Canis familiaris*);
 - (2) Domestic cat (*Felis domesticus*);
 - (3) Gerbils (*Tateriltus gracillio*);
 - (4) Hamsters (*Critecus critecus*);
 - (5) Rabbits (*Lepus Cunicullus*);
 - (6) Domestic Mice (*Mus musculus*);
 - (7) Domestic Rat (*Rattus norvegicus*),
 - (8) Any animal, usually tame and commonly sold at pet stores, including: Ferrets (*Mustela furo*), Chinchillas (*Chinchillidae*), Canaries (*Serinus canaria*), Cockatoos, Macaws, Parakeets, and Parrots (*Psittacines*), and
 - (9) Bees, subject to Section 2-145.
- (b) Any person who harbors any animal without a permit, except as exempted by this section, shall be charged with a misdemeanor and upon conviction thereof, shall be subject to the penalties in section 2-146.

2-106 PIT BULL DOG – KEEPING PROHIBITED

It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Prairie Village, Kansas, any pit bull dog. Pit bull dog for the purposes of this chapter shall include:

- (a) The Staffordshire Bull Terrier breed of dog;
- (b) The American Pit Bull Terrier breed of dog;
- (c) The American Staffordshire Terrier breed of dog, or
- (d) Any dog having the appearance and characteristics of being predominately of the breeds of Staffordshire pit bull terrier, American pit bull terrier, American Staffordshire bull terrier; or a combination of any of these breeds.

2-107 UNLAWFUL TO HARBOR OR KEEP ANY ANIMAL WITHOUT PROPER AND NECESSARY PRECAUTIONS

- (a) Any person who owns, harbors, or keeps any animal within the City shall take all proper and necessary precautions to ensure and promote conditions that restrict the animal to the owner’s property and prevent injury to other humans, domestic animals and/or damage to property.
- (b) It is unlawful for the owner or harborer of any animal to negligently, carelessly, willfully or maliciously permit such animal to cause a disturbance of peace or permit such animal to create a noise disturbance so as to constitute a disturbance of the peace.
- (c) No owner, keeper or harborer of an animal shall fail to provide the animal with adequate care, adequate food, adequate water, adequate health care, and adequate shelter. Such shelter should be clean, dry, and compatible with the condition, age and species. An

animal must also have the opportunity for adequate daily exercise. This requires that an owner or harbinger must offer some freedom from continuous chaining and tethering.

2-108 PUBLIC NUISANCE

- (a) A Public Nuisance is any animal that:
 - (1) Molests or chases vehicles or persons;
 - (2) Damages private or public property;
 - (3) Scatters refuse that is bagged or otherwise contained, or
 - (4) Excessively barks, whines, howls, or creates any other disturbance which is continuous or untimely (disturbance factors include, but not limited to, time of day, volume, length of time, etc.). If the violation is not witnessed by the Animal Control Officer and/or Law Enforcement Officer, the complainant making such statement must agree to sign a complaint and testify in court if requested.
- (b) It is unlawful for the owner or harbinger of any animal to negligently, carelessly, willfully or maliciously permit such animal to become a public nuisance.
- (c) Anyone having the authority of an Animal Control Officer, including but not limited to Law Enforcement Officers, is given the authority to seize and impound any animal which is a public nuisance as defined by this section.

2-109 CRUELTY TO ANIMALS

Shall be defined as:

- (a) Intentionally killing, injuring, maiming, torturing, mutilating, beating, or overworking any animal; this includes, but is not limited to, administering any poisonous substance with the intent that the same shall be taken or swallowed by any animal;
- (b) Acting or failing to act when the act or failure to act causes or permits pain or suffering to such animal;
- (c) Abandoning or leaving any animal in any place or releasing or dumping an animal from a vehicle without making provisions for its proper care; in addition, "abandon" means for the owner or keeper to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than twenty-four hours without providing adequate food and shelter for the duration of the absence; or to turn out or release an animal for the purpose of causing it to be impounded;
- (d) Failing to provide adequate care, adequate food, adequate health care, adequate shelter, or adequate water; or
- (e) Failing to provide veterinary care when needed to treat injury or illness unless the animal is promptly destroyed in a humane manner.

The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) Bona fide experiments carried on by recognized research facilities;
- (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated;
- (4) Rodeo practices accepted by the Rodeo Cowboys' Association;

- (5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a City or the owner thereof within a City if no animal shelter, pound or licensed veterinarian is within the City, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of any incorporated humane society, the operator of an animal shelter or pound, public health officer or licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;
- (6) With respect to farm animals, normal or accepted practices of animal husbandry;
- (7) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing an immediate threat to any person, farm or domestic animal or property, or
- (8) An animal control officer trained in the use of a tranquilizer gun, using such gun with the estimated dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

2-110 AUTHORITY OF ANIMAL CONTROL OFFICER OR LAW ENFORCEMENT OFFICER TO RESCUE AN ENDANGERED ANIMAL

- (a) Whenever an animal is found confined and/or unattended in a motor vehicle or other location, which subjects it to certain weather conditions that endangers its life as determined by the Animal Control Officer or Law Enforcement Officer, the Animal Control Officer may enter such vehicle or property with the assistance from the police for the purpose of rescuing such animal, and transporting it to a shelter house designated by the Governing Body for treatment, boarding, or care. A written notice shall be left on or in the motor vehicle or other applicable property advising that the animal has been removed under authority of this section and the location where the animal has been impounded.
- (b) Nothing in this section shall be deemed to prevent the Animal Control Officer or Law Enforcement Officer from entering upon property without consent when the condition or animal is found in plain sight and not within a private structure or under conditions constituting an emergency.
- (c) No Animal Control Officer or Law Enforcement Officer shall be held criminally or civilly liable for action under this section, provided the officer acts lawfully, in good faith, on probable cause and without malice.

2-111 REGISTRATION – TAGS

The owner of any dog and/or cat, which is harbored or kept within the City, shall cause the same to be registered at the office of the City Clerk. The registration shall contain the name, address and phone number of the animal's owner, the animal's breed, name, sex, whether neutered, color and description and such other information as may be deemed necessary by the City Clerk. Subject to the provisions of section 2-115, the City Clerk or authorized assistant shall upon

payment of the license fee as provided in section 2-112, issue a permanent tag, bearing a number and Prairie Village, KS.

2-112 LICENSE FEE – DESIGNATED

- (a) In addition to any permit fees required by this chapter, there is a levied and imposed annual license fee upon the owner of each dog and cat of the age of over six months, attaining such age during the license year. The license fee shall be adopted by the Governing Body and the amount of the fee will be kept on record in the office of the City Clerk.
- (b) The license year shall be for a twelve (12) month period commencing on the date the animal is first licensed. The license is valid for one year from issuance of license or until the expiration of rabies vaccination whichever is greater. The fee shall be payable within 60 days of the expiration of the license. An animal for which a licensed fee is required as set forth in this section; over six months of age should be licensed within thirty days of being brought into the City or attaining six months of age.

2-113 LICENSE FEE – OVERDUE

- (a) If the license fee required in section 2-112 is not paid within the time provided in this section, penalties will apply in addition to the normal license fee. The amount and dates penalty will be charged shall be adopted by the Governing Body and on record in the Office of the City Clerk.
- (b) After 60 days after the due date, if the fee imposed and required to be paid by section 2-112 remains unpaid, the City Clerk shall issue a complaint against the owner, keeper or harbinger for violation of section 2-111.

2-114 LICENSE FEE – EXEMPTIONS

Any person owning, keeping, or harboring a service/work dog shall be exempt from the license fee payment upon submittal of adequate proof that the dog is fully trained as a service/work dog and is current for the year on its rabies vaccination.

2-115 INOCULATION AGAINST RABIES REQUIRED

- (a) No City license tag required by this section shall be issued until the owner or harbinger of a dog or cat shall furnish to the City Clerk a current inoculation certificate signed by a registered veterinarian, showing thereon that the dog or cat has been vaccinated against rabies. The inoculation certificate shall be deemed current if it has not expired before the owner or harbinger submits it to the City along with the application for license.
- (b) It shall be the responsibility of the owner or harbinger of the dog or cat to ensure that the animal's inoculation against rabies is maintained throughout the license period.

2-116 COLLAR OR HARNESS REQUIRED

The owner of any dog or cat shall cause the same to wear a collar or harness outside the dwelling of the owner or harborer. The tag required in section 2-111 shall be securely affixed to the collar or harness of each dog and cat registered. The tags shall be situated on the collar or harness in such a manner that it may at all times be easily visible to Law Enforcement Officers or Animal Control Officers of the City. Replacement tags shall be issued for a fee which is recorded in the City Clerk's office and may be changed from time to time.

2-117 PERMIT REQUIRED FOR DANGEROUS ANIMALS

- (a) Permits allowing persons to own, harbor or have possession of a dangerous animal shall be issued only for domestic cats and domestic dogs, subject to the provisions of this chapter.
- (b) No person owning, harboring or having charge, custody, control or possession of any dangerous animal shall allow such animal to remain within the City unless and until he/she has first secured and renewed a permit in accordance with this chapter to do so and complies with all terms and conditions of such permit; and, in addition thereto, such animal shall at all times be so confined, controlled and restrained in such a manner so the life, limb or property of any person lawfully entering into premises shall not be endangered.
- (c) Failure to obtain a permit as required by subsection (b), after written notification by any Animal Control Officer or Law Enforcement Officer, shall be adequate grounds for the officer to impound the animal until a permit is obtained. If no permit is obtained within five days of receipt of such notice and no appeal is pending, the animal will be subject to destruction or removal from the City in the manner provided in section 2-133.
- (d) The following persons or organization shall be allowed to own, harbor, or have charge, custody, control or possession of any dangerous animal without securing permit as required by this chapter:
 - (1) The keeping of such animals in zoos, bona fide educational or medical institutions, museums or any other place where there are kept live specimens for the public to view or for the purpose of instruction or study;
 - (2) The keeping of such animals for exhibition to the public of such animals by a circus, carnival or other exhibit or show;
 - (3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;
 - (4) Commercial establishments processing such animals for the purpose of sale or display.

2-118 EXEMPTIONS

The provisions of this section shall not apply to the transportation of dangerous animals through this City when such transport has taken adequate safeguards to protect the public and has notified the local law enforcement agency of the proposed route of transportation and the time thereof.

2-119 ISSUANCE OF PERMIT

No person shall have, keep, maintain or have in his/her possession or his/her control within the City any dangerous animal without first applying to and receiving a permit from the City Clerk as hereinafter provided. No permit shall be granted except with such conditions attached as shall, in the opinion of the person or agency approving such permit, reasonably ensure the public health, safety and general welfare, and in any event no permit shall be granted for any animal at any particular location except upon an explicit finding by an Animal Control Officer or a Law Enforcement Officer that the issuance thereof will not be contrary to the public health, safety and general welfare.

2-120 APPLICATION FOR PERMIT

An application for any permit required pursuant to this chapter shall be made to the City Clerk in writing upon a form furnished by the City Clerk. Said application shall be verified by the person who desires to have, keep, maintain or have in his/her possession or under his or her control, in the City, the animal for which a permit is required, and shall set forth the following:

- (a) Name, address and telephone number of the applicant
- (b) The applicant's interest in such animal;
- (c) The proposed location, and the name, address and telephone number of the owner of such location, and of the lessee, if any;
- (d) The number and general disposition of all animals for which the permit is being sought;
- (e) Any information known to the applicant concerning vicious or dangerous propensities of said animals;
- (f) Housing arrangements for all said animals with particular details as to the safety, structure, locks, fences, warning sign, etc.
- (g) Safety precautions proposed to be taken;
- (h) Noises or odors anticipated in the keeping of such animals;
- (i) Prior history of incidents involving the public health or safety involving any of said animals;
- (j) Proof of liability insurance in the minimum amount of \$500,000 per occurrence covering any damage or injury which may be caused by such dangerous animal. The City shall be listed as certificate holder, and shall be required to be notified of any cancellation, termination or expiration of the liability insurance policy. The owner shall maintain the liability insurance required by this subsection at all times, unless and until the owner shall cease to own the dangerous animal.
- (k) A statement, signed by the applicant, indemnifying the City and its agents and employees for any and all injuries that may result from the animal;
- (l) Any additional information required by the Animal Control Officer or Law Enforcement Officer authorized by the Governing Body to enforce the provisions of this chapter at the time of filing such application or thereafter.
- (m) When a permit is issued in accordance with this chapter and it is for a cat, the requirement(s) will include, but not be limited to such cat being confined within the residential structure at all times, except when secured on a leash or in a carrier and while on the cat owner's property or for transport to the veterinarian.

2-121 PROVISIONS AND/OR REQUIREMENTS FOR KEEPING A DANGEROUS ANIMAL

The keeping of dangerous animals in the City shall be subject to, but not be limited to the following provisions and/or requirements:

- (a) Leash and muzzle. A dog that is a dangerous animal and is kept in this City will be required to be securely leashed with a leash no longer than four feet in length and be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals when it is taken outside of its area of confinement.
- (b) Confinement. All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel; or in a fenced yard, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine dangerous animals must be locked with a key or combination lock when such animals are within the structure. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
- (c) Confinement indoors. No dangerous animal may be kept on a porch, patio or in any part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacles preventing the animal from exiting the structure.
- (d) Signs. All owners, keepers or harborers of a dog that is a dangerous animal must display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog." In addition, a similar sign is required to be posted on the kennel or pen of such animal, and on the fence gates of fences that will be used to confine the dog.
- (e) Identification Photographs. All owners, keepers, or harborers of a dangerous animal must provide to the City Clerk two color photographs of such animal clearly showing the color and approximate size of the animal.
- (f) Microchip Identification. The owner, keeper or harborer of a dangerous dog must have a microchip implanted in the dog for identification, and the name of the microchip manufacturer and the identification number of the microchip must be provided to the City Clerk.
- (g) Mandatory Spay and Neuter. All dangerous dogs shall be required to be spayed or neutered.
- (h) Training. All dangerous dogs shall be required to be enrolled in a behavior modification program administered by a licensed animal behaviorist. Upon successful completion of said program, verification must be provided to the City Clerk.
- (i) Reporting requirements. All owners, keepers or harborers of dangerous animals must within ten days of the incident, report the following information in writing to the Prairie Village City Clerk as required hereinafter:
 - (1) The removal from the City or death of such animal. If the animal is removed from the City, the new owner contact information must be provided.
 - (2) The birth of offspring of such animal.

- (3) The new address of such animal's owner should the owner move within the corporate City limits.
- (j) Sale or Transfer of Ownership Prohibited. No person shall sell, barter or in any other way dispose of a dangerous animal to any person within the City unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such animal; provided that the registered owner of such animal may sell or otherwise dispose of such animal to persons who do not reside within the City.

2-122 PERMIT FEE

The fee for a permit application shall be adopted by the Governing Body and on record in the Office of the City Clerk. The fee will be based upon the number of dangerous animals and be non-refundable. The fee shall be payable to the City Clerk at the time of application. Accretions by natural birth shall not require additional permits during the period of a valid permit.

2-123 TERM OF RENEWAL OF PERMIT

No permit required by this chapter shall be granted for a period in excess of one year. An application for renewal of any permit shall be made not less than forty-five days prior to the expiration thereof, and shall be accompanied by the same fee as required upon making the original application.

2-124 INSPECTIONS FOR RENEWAL

Prior to the annual renewal of any permit issued hereunder, an Animal Control Officer or Law Enforcement Officer shall inspect the premises subject to such permit to determine whether the person to whom it has been issued is continuing to comply with all of the conditions specified in this chapter and also reassess the animal that is subject to the permit. If the Animal Control Officer or Law Enforcement Officer determines during any such inspection that any of the conditions therein specified are being violated, the officer shall recommend denial of a renewal of any such permit or shall recommend revocation of such permit in the event that such violation is not corrected within such period of time as the officer shall direct. Additionally, if the Animal Control Officer or Law Enforcement Officer determines that the animal subject to the permit should no longer be deemed a dangerous animal, it shall be documented in a written report, which shall be reviewed by the Chief of Police. The owner of such animal will be notified if and when their animal is no longer deemed a dangerous animal.

2-125 TEMPORARY PERMITS FOR DANGEROUS ANIMALS – POWERS OF ANIMAL CONTROL OFFICER OR CHIEF OF POLICE

An Animal Control Officer or Chief of Police may, following application for a permit and pending final disposition of the same, grant a temporary permit for the maintenance within the City of any such animal upon such conditions as he or she shall, in his or her sole discretion, require when, in his or her opinion, there is no reasonable doubt as to the consistency thereof with the public health, safety and general welfare, that no such animal shall be otherwise kept or maintained within the City or permitted to occupy any premises within the City, except while

such a regular or temporary permit is in full force and effect; provided, however, that any Law Enforcement Officer or Animal Control Officer shall take possession of any dangerous animal for which a permit has not been issued and keep the same until the proper permit has been secured by the owner or keeper thereof and shall release the same to the owner or keeper when all fees and costs have been paid and all laws and permit conditions complied with.

2-126 REVOCATION OF PERMITS

The City Clerk, upon recommendation of an Animal Control Officer or any Law Enforcement Officer, may, for good cause, revoke any permit or modify any terms or provisions thereof and may, in the event it is reasonably necessary to protect against an immediate threat or danger to the public health or safety, suspend any permit or portion thereof without hearing, for a period not to exceed thirty days. Failure to comply with any of the provisions of this chapter shall be sufficient grounds for revocation.

2-127 APPEALS – FEES

- (a) Any person aggrieved by or dissatisfied with any of the following decisions, rulings, actions or findings may, within ten days thereafter, file a written notice or statement of appeal from said decision, ruling, action or finding to the Governing Body.
 - (1) The determination by the Animal Control Officer or the Chief of Police that an animal is a “dangerous animal” under section 2-102;
 - (2) The denial of a permit required under sections 2-117 and 2-119;
 - (3) The denial of a renewal of a previously issued permit required under section 2-123;
 - (4) The revocation of a previously issued permit under section 2-126, and
 - (5) The temporary suspension of any permit or portion thereof under section 2-125; provided, however, that the filing of an appeal under this subsection shall not stay such order or temporary suspension.
- (b) In exercising the appeal function, the Governing Body shall have the authority to grant or deny said appeals and also include but not be limited to matters of animal welfare and control.
- (c) An administrative fee shall be adopted by the Governing Body and be on record in the office of the City Clerk. The administrative fee shall be paid to the City Clerk and is required for each appeal to the Governing Body, and no appeal shall be placed on the agenda of any meeting of the Governing Body until such fee has been paid.

2-128 ENUMERATION OF ANIMALS

The Governing Body may require the annual enumeration of all dogs and cats owned within the City. The enumeration shall account for the number and ownership of all dogs and cats. For purposes of determining whether or not a person owns, keeps or harbors any animal referred to in this chapter, it shall be conclusively presumed that any person keeping any animal in the City for three consecutive days shall be conclusively presumed to be the owner of such animal.

2-129 LIMITATIONS ON NUMBER OF ANIMALS

No person, residential premises or household within this City shall have, hold, maintain or contain more than a combined total of four dogs and cats over three months of age; provided, however, that in no event shall the combination of dogs or cats exceed three dogs or three cats. Any violation of this section is, upon conviction thereof, a misdemeanor and subject to the penalties provided in this chapter.

2-130 DOG AND CAT CONTROL

- (a) All cats must be under the control of their owner, keeper or harbinger at all times. For the purpose of this Section, a cat shall be considered not under control and in violation of this Section in the following situations:
 - (1) If a neighbor complains orally or in writing to the owner, keeper or harbinger of a cat, that the cat is entering upon the neighbor's property, then the cat's presence on the neighbor's property at any time subsequent to the neighbor's complaint shall constitute a violation of this Section;
 - (2) If a cat causes injury to persons or animals.
 - (3) If a cat causes damage to property off its owner's, keeper's or harbinger's property to include, but not limited to, breaking, bruising, tearing up, digging up, crushing or injuring any lawn, garden, flower bed, plant, shrub or tree in any manner or defecating or urinating upon any private property.
- (b) It is unlawful for the owner, keeper or harbinger of any dog to permit such dog to run at large within the City. For the purpose of this Section, a dog shall be considered running at large and in violation of this Section in the following situations:
 - (1) If a dog is off the owner's, keepers or harborers property and is not firmly attached to a hand-held leash and under the physical control of its owner, keeper or harbinger. Electronic collars may not be used to control a dog when it is off its owner's, keepers or harborers property.
 - (2) If a dog is off the owner's, keepers or harborers property and is not prevented from making uninvited contact with humans or others animals. This includes a situation when a dog is secured on a leash.
- (c) It is lawful for any Law Enforcement Officer or other person designated by the Governing Body to pursue and capture same; provided, further, however, that no such dog shall be held to be running at large when said dog is merely passing along or through such property while in a cage or other conveyance.

2-131 ELECTRONIC FENCES AND ELECTRONIC COLLARS

Dogs may be confined to the residential property of their owner by an electronic fence or an electronic collar. An electronic fence or electronic collar is defined as a fence or collar that controls the movement of the dog by emitting an electrical shock when the animal wearing the collar nears the boundary of the owner's property. Dogs confined to residential property by an electronic fence or collar shall at all times be required to wear the collar or other required device which must be functional, and shall not be permitted to be nearer than 10 feet from any public walkway or street. All owners who use an electronic fence or an electronic collar shall clearly

post their property to indicate to the public that such a fence or collar is in use. Electronic collars may not be used to control a dog when it is off its owner's property. An electronic fence or electronic collar shall not be used to confine a dangerous dog.

2-132 TETHERING

- (a) It is unlawful to attach chains or other tethers, restraints or implements directly to a dog without the proper use of a collar, harness or other device designed for that purpose and made from a material that prevents injury to the dog.
- (b) It is unlawful for any person to:
 - (1) Continuously tether a dog for more than one continuous hour. A dog may be tethered 3 hours total within a 24 hour time period providing there is a 3 hour break between each period of tethered time. For the purpose of tethering a dog, a chain, leash, rope or tether must be at least ten feet in length.
 - (2) Use a chain, leash, rope, collaring device, tether, which restricts the free movement of the animal (i.e. the device should not weigh more than one-eighth of the animal's body weight).
 - (3) Tether a dog in such a manner as to cause injury or strangulation, or entanglement of the dog on fences, trees, posts or other manmade or natural obstacles.
 - (4) Tethered for any length of time anywhere in the City when they are off the owners, keepers or harborer's property.
 - (5) Tether without providing adequate care, food, shelter, and water as outlined in sections 2-107 and 2-109.

2-133 SEIZURE

- (a) Any Animal Control Officer, Law Enforcement Officer or other person designated by the Governing Body of the City is authorized to capture any dog found running at large in violation of section 2-130 and any cat which is not under control as defined in section 2-130 and place them in a shelter house designated by the Governing Body for that purpose. If the owner or harborer of any such dog or cat does not redeem the same within five days after such impounding by the payment to the City Clerk then such dog or cat shall be disposed of in some humane manner as provided in section 2-135. If such animal is to be redeemed, the owner or harborer must make payment to the animal shelter prior to receiving their pet. In addition to or in lieu of seizing the dog or cat, an Animal Control Officer or Law Enforcement Officer of the City may charge said owner or harborer for being in violation of section 2-130.
- (b) An Animal Control Officer or Law Enforcement Officer shall forthwith cause to be seized and impounded any dangerous animal, where the person owning, keeping or harboring any such animal has failed to comply with the notice sent pursuant to section 2-134. Upon seizure and impoundment, said animal shall be delivered to a place of confinement, which may be with any organization, which is authorized by law to accept, own, keep or harbor such animals.
- (c) If during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, or the animal is considered a dangerous animal by the Animal Control Officer or any Law Enforcement Officer, they may render

said animal immobile by means of tranquilizers or other safe drugs; or if that is not safely possible, then said animal may be destroyed.

- (d) Any reasonable costs incurred by an Animal Control Officer or Law Enforcement Officer in seizing, impounding, confining or disposing of any dangerous or wild animal, pursuant to the provisions of this section, shall be charged against the owner, keeper or harborer of such animal and shall be collected by the City Clerk.
- (e) Whenever an Animal Control Officer or Law Enforcement Officer seizes and impounds any such animal under the provisions of this section, the officer shall attempt to notify the owner of such animal of the seizure, however, such notice attempt shall be required only if the animal is wearing a valid and updated registration tag or, in the case of a dangerous animal, the animal is seized on the owner's property. Such notice should be in writing and should be delivered to the owner's residence within three days of seizure of the animal. The notice shall state the reasons for seizure and impoundment. Notice attempt may also include the leaving of voice message(s) on the listed phone of the animal's owner, keeper or harborer.
- (f) After receipt of such notice as described in subsection (e) of this section, the owner of any animal, which has been seized and impounded, is entitled to request a hearing before the Governing Body by filing written request for hearing with the City Clerk. The purpose of this hearing shall be to determine whether probable cause existed to seize and impound the animal. Request for this hearing must be made within five days of receipt of the notice of seizure and impoundment, or the hearing shall be waived. If a hearing is requested, it shall be held within ten days from the filing of the request. If, at such hearing, the Governing Body finds that no probable cause existed for such seizure and impoundment, the animal shall be released, no fees or costs for care of the animal shall be assessed against its owner, and the City shall pay the costs accrued in boarding the animal.
- (g) The owner, keeper or harborer of any animal who has been found to have violated this section or section 2-129 of this chapter, which animal is not properly licensed by the City, may be assessed an additional penalty the amount of which shall be determined by resolution by the Governing Body on file with the City Clerk.

2-134 NOTICE OF KEEPING DANGEROUS ANIMALS

Upon the written or verbal complaint of any person that a person owns or is keeping or harboring a dangerous animal in violation of this chapter in the City, an Animal Control Officer or Law Enforcement Officer shall forthwith cause the matter to be investigated; and if after investigation the facts indicate that such person named in the complaint is in fact the owner or is keeping or harboring any such "dangerous animal" in the City as finally determined by the Animal Control Officer or the Chief of Police without a proper permit, the officer shall forthwith notify such owner, keeper or harborer in writing requiring such person to safely remove said animal from the City within three days of the date of the notice. Notice as herein provided shall not be required where such dangerous animal has previously caused serious physical harm or death to any person or who has escaped and is at large, in which case the Animal Control Officer or Law Enforcement Officer shall cause said animal to be immediately seized and impounded, or destroyed if seizure or impoundment are not possible without risk of serious physical harm or

death to any person. The Animal Control Officer may exercise discretion by allowing such person up to ten days to safely remove said animal, provided no urgency is apparent.

2-135 DESTRUCTION OR REMOVAL FROM CITY OF CERTAIN ANIMALS

- (a) When City records indicate that a particular dog or cat has committed two or more vicious bites, as defined in section 2-102, the dog or cat shall be deemed a threat to public safety, except that it shall be a defense to such a finding that the person or domestic animal so bitten was on the property of the person who owns or harbors said dog or cat at the time of the bite or attack and did not have consent to be on the owner's property. Any Animal Control Officer or Law Enforcement Officer shall upon notification of a dog or cats second vicious bite, cause the animal to be seized. If no post-seizure hearing has been requested, the animal shall be destroyed or permanently removed from the City. The decision of whether to destroy said animal or remove it from the City shall be in the sole discretion of the Animal Control Officer or the Chief of Police.
- (b) Law Enforcement Officers or Animal Control Officers of the City or anyone having the authority of an Animal Control Officer, as designated by the Mayor or Chief of Police, may kill any animal without notice to the owner thereof whether it bears the tag provided for in this chapter or not if such animal is deemed by said officer to pose a risk of serious physical harm or death to persons or is injured severely with no apparent chance of survival, or is in such pain as to warrant humane destruction. When it is known that such animal has bitten or scratched a person or domestic animal, then the remains of that animal so destroyed shall be preserved by officers, to permit a test to be conducted for rabies.

2-136 PROCEDURE FOR FAILURE TO REDEEM

Any animal captured or apprehended under the terms and conditions of this chapter and for which no appeal under section 2-127 is pending shall be held for a period of five days and disposed of in a humane manner as shall from time to time be determined by the Governing Body of the City.

2-137 PRESENTATION OF ANIMAL

The owner, keeper or harbinger of any dog or cat shall physically produce the animal for observation, identification or inspection when requested to do so by an Animal Control Officer or Law Enforcement Officer investigating a violation of the animal control and/or welfare laws of the City, provided the officer has probable cause to believe a crime or violation of the animal control laws has been committed. Failure to do so is a violation of this section.

2-138 DUTY TO REPORT ANIMAL BITES AND SCRATCHES

When any animal, while within the City limits of Prairie Village, has bitten or attacked any person or domestic animal and has caused a break to the skin, or when an animal is suspected of having rabies; it shall be the duty of any person having knowledge of such facts to report the

same immediately, or as soon as practicable, to the Police Department or the Animal Control Officer.

2-139 ANIMAL BITE PROCEDURE

- (a) Except as provided in subsection (e) of this section, an animal which bites or otherwise so injures a person as to cause an abrasion of the skin shall immediately, or as soon as practicable, be quarantined at the owner's expense with a licensed veterinarian of the owner's choice or with the City's impounding agent for a period of not less than ten days nor more than twelve days.
- (b) If the owner, keeper or harbinger of the animal cannot be immediately notified, City personnel shall immediately, or as soon as practicable, impound such animal with a City authorized impounding agent, at the owner's expense, for a period of not less than ten days nor more than twelve days. If the address of the owner of the animal can be determined, the Police Department shall make a reasonable effort to notify the owner that said animal is impounded under the provisions of this section and the owner has the right to redeem the animal at the expiration of confinement upon the payment of pound fees, any veterinarian fees, and any license and penalty fees then due and owing to the City.
- (c) In the event the original place of impoundment is not the choice of the owner, the owner may cause the animal's place of impoundment to be changed to a licensed veterinarian of the owner's choice; provided all other provisions of this chapter are complied with. The total period of confinement of the animal at the one or more locations is to be for a period of not less than ten days nor more than twelve days. Credit for any period the animal remains at large after the bite shall not be given.
- (d) The veterinarian or City-authorized impounding agent with whom the animal is impounded, shall give immediate written notice to the Chief of Police that such animal has been confined and will be confined for not less than ten days no more than twelve days. At the expiration of the aforesaid confinement period, the veterinarian or City-impounding agency shall give immediate written notice to the Chief of Police as to the health of such animal pertaining to the diagnosis of rabies.
- (e) In the event the investigating officer determines that the animal had an effective rabies inoculation, was duly licensed under this chapter at the time of the injury, and the animal was not running at large at the time of the bite, then the animal need not be impounded in accordance with subsection (a) of this section but the following alternative procedure shall be followed:
 - (1) If the injured person, his parent, or guardian desires that the animal be impounded and agrees in writing to pay for its board during the period of impoundment, it shall be so impounded for the period specified in subsection (a) of this section notwithstanding any other provision of this chapter.
 - (2) If the injured party, his parent, or guardian is unwilling to agree in writing to pay for the animal's board during the period of impoundment, the animal shall be permitted to remain confined in the residence or enclosed yard of its owner or keeper; provided no animal shall be allowed to remain on the property of its owner or keeper under this section unless such person signs a written agreement to keep the animal on the property in confinement for the period specified in subsection (a) of this section and further agrees to allow the animal to be

examined periodically to determine its physical condition during the confinement period. At the end of the observation period, the Animal Control Officer may require that a licensed veterinarian examine the animal and furnish written notification to the Animal Control Officer regarding the animal's health. All costs associated with the exam are the responsibility of the owner, keeper or harbinger. If the owner or keeper is unwilling to sign such an agreement, the animal shall be immediately, or as soon as practicable, impounded in accordance with subsection (a) of this section.

- (f) If convicted of a violation of this chapter, the owner, keeper or harbinger of any dangerous animal that bites or otherwise so injures a person causing an abrasion of the skin, shall be punished by a fine of not less than \$100 but not more than \$500.

2-140 DISEASE CONTROL

- (a) When rabies or other communicable diseases associated with animals are known to exist in the community, or when they are known to exist in neighboring communities the Mayor may declare a quarantine of any or all animals. It shall be the duty of the owner of such animal to keep such animal confined to the premises of such owner or keeper and under control. For the purposes of this section, animals are not to be considered confined to the premises of the residential property of their owner, keeper or harbinger if the only restraining device is an invisible electric fence.
- (b) It shall be the duty of all Animal Control Officers or Law Enforcement Officers, or those having the authority of Law Enforcement Officers to enforce such quarantine. The Mayor and Chief of Police shall have a right to deputize school guards and other persons as needed. Such deputized persons need not seize such animals, but shall aid in determining the owner to the end that warrants of arrest can be issued against violating owners.

2-141 REMOVAL OF ANIMAL FECES

- (a) Any person in charge of an animal, when such animal is off the owner, keeper or harbinger's property, shall be responsible for the removal of any feces deposited by such animals on public walks, streets, recreation areas, or private property, and it shall be a violation of this provision for such person to fail to remove or provide for the removal of such feces before the animal leaves the immediate area where such defecation occurred.
- (b) It shall be unlawful for any person to dispose of removed feces by intentionally or recklessly depositing, or causing to be deposited, feces removed pursuant to this section into, upon or about any public place, or any private property without the consent of the owner or occupant of the property.

2-142 REMOVAL OF DEAD ANIMAL

It shall be the responsibility of the owner of a deceased animal to provide for its removal from private property.

2-143 FEES TO GENERAL FUND

All fees, charges and penalties paid to or collected by any officers of the City under or pursuant to the provisions of this chapter shall be paid over to the City Treasurer and credited to the general operating fund.

2-144 ENFORCEMENT

It is the duty of the Animal Control Officer or anyone having the authority of an Animal Control Officer, including but not limited to Law Enforcement Officers, to enforce the terms and provisions of this chapter and the Mayor or the Chief of Police may appoint by and with the consent of the Governing Body some suitable person to be known as an Animal Control Officer whose duties it shall be to assist in the enforcement of this chapter and to work under an immediate supervision and direction of the Police Department. Anyone having the authority of an Animal Control Officer is given the authority to seize any animal found outside the City limits when he/she has reasonable grounds to believe said animal committed any act within the City which is prohibited by the provisions of this chapter or which subjects said animal to seizure if found within the City. Any private person may, upon signed complaint, bring charges against any owner of an animal for the violation of any of the provisions of this chapter.

2-145 BEEKEEPING

Any person keeping bees shall comply with the following:

- (a) Minimize swarming of bees;
- (b) Provide and maintain a source of water located on the premises;
- (c) Maintain no more than two (2) hives per property/lot;
- (d) Hives will be located only within a fenced back yard. The minimum height of fence will be 42 inches. A flyway structure/barrier (shrubbery or fencing) is necessary if the exterior fence is less than 6 feet in height;
- (e) Hives will be maintained at least ten (10) feet from all property lines; and
- (f) Maintain and manage such boxes or hives so as not to create a nuisance by any of the following circumstances: unhealthy condition(s), interfere with the normal use and enjoyment of human or animal life, or interfere with the normal use and enjoyment of any public property or private property of others.
- (g) Remove hives if established guidelines are not maintained as determined by Codes or Animal Control Officers.

2-146 VIOLATION – PENALTY

- (a) Any person who fails to do anything required by this chapter or who does anything prohibited by this chapter is guilty of a violation thereof. Any person convicted of the violation of any provision of this chapter where a specific penalty is not otherwise

prescribed shall be fined not more than five hundred dollars, or imprisoned for more than thirty days, or be both so fined and imprisoned.

- (b) Each day any violation of this chapter to which this penalty applies continues constitutes a separate offense.

2-147 SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this chapter or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof.

Section 2. All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

Section 3. This ordinance shall become effective upon approval by the Governing Body of the City of Prairie Village and publication as provided by law.

Approved by the Governing Body of the City of Prairie Village this ____ day of _____, 2015.

Acting Mayor Ashley Weaver

ATTEST:

Joyce Hagen Mundy
City Clerk

APPROVED AS TO FORM:

Catherine P. Logan
City Attorney



Consider addition to Exterior Grant Program regarding Eligibility Requirements

RECOMMENDED MOTION:

Move that the City Council approve the addition to the Exterior Grant Program regarding Eligibility Requirements.

BACKGROUND:

A key component to Village Vision is addressing the City's housing stock. As an inner-ring suburb some Prairie Village homes are facing maintenance problems that come with age. These homes are well-built but beginning to visibly show their years. One method of revitalizing and spurring private reinvestment in these homes is for the City to provide financial incentives. The Exterior Grant Program was established in 2007 to address these issues. The previous presentation regarding the Program demonstrates the continued success and includes statistics on the investments made since 2008.

Program Details

A grant is awarded as a 20% reimbursement of the actual cost of construction and/or material costs. The minimum required private investment is \$5,000 with no maximum investment amount. The minimum grant is \$1,000 up to the maximum grant amount of \$2,500. Eligible improvements include, but are not limited to: complete exterior house painting or siding, door/window repair or replacement, new roof, masonry, foundation repair, awnings, building additions, and landscaping. New construction is also eligible. The program is administered by the Codes Department. Applications are accepted on an annual basis beginning March 1 on a first-come, first-served basis.

Current Eligibility Requirements

To be eligible for the grant the property must be located within a designated grant improvement area and zoned R-1 or R-2. All property taxes must be current, adequate property insurance must be in effect, and all improvements must conform to City of Prairie Village Municipal Code and other applicable building codes. There is a limit of one grant per property every ten years. While a single owner may apply for multiple properties within a program year, these grants cannot run concurrently; only one property at a time will be approved.

Proposed addition to Eligibility

Over the past year, staff has received inquiries on the program from property owners within the area who do not live in the property and who do not have a current rental license. While this has not made up a significant amount of those applying for the program historically (only 1 non-owner occupied property received a grant in 2014), staff understands that it is important to make sure that funding is available for owner-occupied properties and proposes to add the following to the Eligibility Requirements for the 2015 Program: *The property must be owner-occupied or have a current rental property license in place for the previous 365 days prior to approval.*

This addition is highlighted in RED on the Exterior Grant Program flyer and Application attached.

ATTACHMENTS:

- Exterior Grant Program Brochure
- Exterior Grant Program Application

PREPARED BY:

Kate Gunja

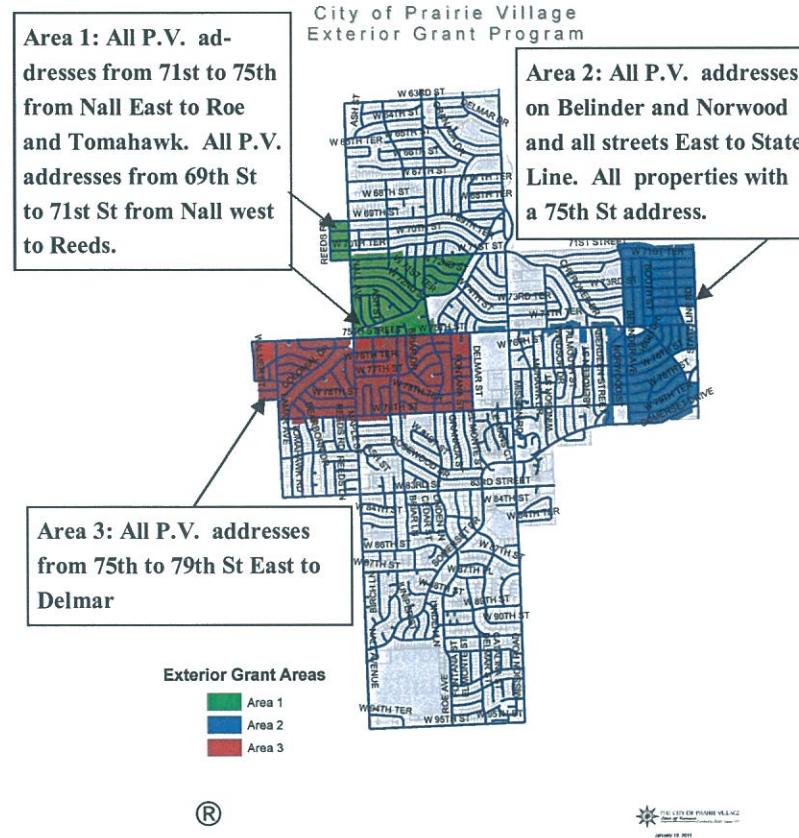
Assistant City Administrator

Date: January 29, 2015

BACKGROUND

A key component to Village Vision is addressing the City's housing stock. As an inner-ring suburb, some Prairie Village homes are facing maintenance problems that come with age. These homes are well-built, but beginning to visibly show their years. The aim of this program is to encourage homeowners within the designated improvement boundaries to invest in their homes' appearance. This type of program offers a reimbursable percentage of total project cost on all eligible improvements.

PRAIRIE VILLAGE EXTERIOR GRANT PROGRAM BOUNDARIES



For further information, please contact the
Codes Department at
Phone: 913-385-4604
Fax: 913-385-4654
www.pvkansas.com/exteriorgrant

EXTERIOR GRANT PROGRAM

2015

PRAIRIE VILLAGE



7700 Mission Road
Prairie Village, Kansas 66208
913-385-4604

ARE YOU MAKING AN IMPROVEMENT TO YOUR RESIDENCE?

Maintaining a positive image is important to the City. The appearance of our neighborhoods plays a vital role in the perception of the quality of the community. The City wants to encourage homeowners to invest in their properties by making improvements on their building exteriors. The improved appearance of homes will make our neighborhoods more attractive and contribute to the enhanced viability of the area, and to the community.

PROGRAM

- A grant will be awarded as a reimbursement for construction costs and/or material costs for exterior remodeling or new construction that enhances front curb appeal.
- The grant will be in an amount up to \$2,500.
- Funding for the Grant Program will be provided from the City's General Fund, from monies allocated for the Economic Development Fund.
- Continuation of the program will be considered by the Prairie Village Governing Body on an annual basis.

ELIGIBILITY REQUIREMENTS

- Only residential properties zoned R-1 or R-2 are eligible.
- The property must be located in one of the designated program areas. (see map)
- **The property must be owner-occupied or have a current rental property license in place for the previous 365 days prior to approval.**
- Based upon the scope and type of improvement, a building permit may be required. All required permits and approvals must be granted prior to the commencement of permitted work.
- The improvement must be in conformance with the City of Prairie Village Municipal Code and other applicable building codes.
- The grant will be awarded as a 20% reimbursement of the total project cost. The total cost of the improvements must equal or exceed \$5,000 with the maximum awardable grant amount being \$2,500. **No expenses can be accrued until your grant application has been approved by city staff. Receipts must be dated after the approval date.**
- Eligible improvements include, but are not limited to: complete exterior house painting or siding, door/window repair or replacement, new roof, foundation repairs, awnings, building additions, and permanent landscaping (no annuals or garden plants). Landscaping and tree removal or trimming is limited to front yard and must be combined with other projects. New construction is also eligible.
- There is a limit of one grant per property every 10 years.

APPLICATION AND PROCESS

- Applications are available in the Codes Department at Prairie Village City Hall, 7700 Mission Road, Prairie Village, Kansas 66208 and also on line at www.pvkansas.com/exteriorgrant. Applications are accepted beginning March 2 on a first come basis.
- The completed application **MUST** be submitted to the Codes Department for approval before beginning any work. **Receipts dated prior to grant approval date cannot be included with any reimbursement request.**
- Applications must include a description of the renovation, remodeling, or new construction, and estimated costs, as well as proof of current homeowner insurance and paid property tax.
- "Before" and "after" pictures will be taken by City staff and the property will be checked for code violations. This includes the backyard.
- Code violations must be corrected within 10 working days of notification of the violation, or grant will be forfeited.
- You must be able to show that progress is being made on the project within 60 days of approval or grant will be forfeited.

RECEIVING THE GRANT

- Upon completion of the improvements, the applicant must submit qualified project receipts to the Codes Department totaling project expenses of at least \$5,000. Items on the receipts must be clearly marked and explained.
- Contact the City for a final project inspection. After staff review of receipts, the City will issue a check to the applicant for 20% of the qualified expenses, reimbursement not to exceed \$2,500, within two to three weeks of receipt verification.
- All projects must be completed and receipts submitted by 120 days after application is submitted.

Prairie Village Exterior Grant Program Application

To be completed by the applicant

Application Fee \$25

Owner of Record: _____
 Phone Number: _____ Email Address: _____
 Mailing Address: _____ Property Address: _____

Parcel Identification Number (can be obtained from property tax statement, City Codes staff or Johnson County Records and Tax Administration Office, 913-715-0775): _____

Proposed / Existing Use of Property:
 _____ Two Family Residential _____ Single Family Residential

Description of Improvements: _____

Copies of contracts submitted y na

Est. Completion Date (120 days max.): _____
 Est. Cost of Improvements: _____

_____ Copy of valid home insurance _____ Property Tax Statement attached

Disclaimer: By signing below I understand this application is good for only 120 days and all encumbered grant funds will be forfeited if work is not completed within that time. Additionally, I understand that this is a City program and all information concerning this grant may become public record. This includes, but is not limited to, the usage of before and after photos in various forms of media such as the City website, newsletter, or future program pamphlets or documents. There will be an inspection performed by Prairie Village Codes Staff on your property before the grant application is approved and once the project is completed.

Owner of Record Signature: _____ Date: _____

To be completed by the City (initial only)

| | |
|---|--|
| <p><u>BEFORE</u></p> <p>_____ Funding is still available</p> <p>_____ Property located in the Improvement Zone</p> <p>_____ Improvements are eligible</p> <p>_____ Real estate taxes current</p> <p>_____ Home insurance is valid</p> <p>_____ Building permit required and complete (if applicable)</p> <p>_____ Rental Housing License current and in place for previous 365 days (if applicable)</p> <p>_____ City Code Violations to be corrected Y N _____</p> <p>_____ Before Pictures</p> <p>_____ Application Fee paid</p> | <p><u>AFTER</u></p> <p>_____ Work Completed</p> <p>_____ Improvements meet City Code and Building Code Requirements</p> <p>_____ After Pictures</p> <p>_____ Receipts</p> |
|---|--|

City Signature: _____ Date: _____

MAYOR'S ANNOUNCEMENTS

February 2, 2015

Committee meetings scheduled for the next two weeks include:

| | | |
|---------------------------------------|-------------|-----------|
| Planning Commission | 02/03/2015 | 7:00 p.m. |
| Tree Board | 02/04/2015 | 6:00 p.m. |
| Sister City Committee | 02/09/2015 | 7:00 p.m. |
| JazzFest Committee | 02/10/2015 | 7:00 p.m. |
| Park & Recreation Committee | 02/11/2015 | 7:00 p.m. |
| Council Committee of the Whole (Tues) | 02/17//2015 | 6:00 p.m. |
| City Council (Tues) | 02/17/2015 | 7:30 p.m. |

=====

The Prairie Village Arts Council is pleased to present an exhibit by the Mid America Pastel Society in the R. G. Endres Gallery during the month of February. The artist reception will be Friday, February 13, from 6:00 - 8:00 p.m.

The League of Kansas Municipalities is hosting City Hall Day on Wednesday, February 4, 2015 in Topeka, KS. Please RSVP to mbuum@pvkansas.com.

The 2015 annual large item pick up has been scheduled. Items from homes on 75th Street and north of 75th Street will be collected on Saturday, April 11th. Items from homes south of 75th Street will be collected on Saturday, April 18th.

The Council Work Session will be held on Saturday, February 21st at Village Presbyterian Church beginning at 8:30 a.m.

INFORMATIONAL ITEMS
February 2, 2015

1. Planning Commission Agenda - February 3, 2015
2. Council Committee of the Whole Minutes - January 20, 2015
3. Forfeiture Trust Memo - 2014
4. Mark Your Calendar

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, FEBRUARY 3, 2015
7700 MISSION ROAD
7:00 P.M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - JANUARY 6, 2015

III. PUBLIC HEARINGS

**PC2015-01 Request for Renewal of Special Use Permit for Service Station
3901 Tomahawk
Zoning: C-2
Applicant: Jeff Greene, Sunshine Fuel, LLC.**

**PC2015-02 Request for Renewal of Special Use Permit for Service Station, Car Wash
8120 Mission Road
Zoning: C-2
Applicant: Jeff Greene, Sunshine Fuel, LLC.**

IV. NON-PUBLIC HEARINGS

**PC 2015-101 Request for Building Line Modification for front yard
From 75 feet to 65 feet
4021 West 86th Street
Zoning: R-1a
Applicant: Sohail and Ivett Shah
(Applicant requests continuation to March)**

**PC2014-123 Request for Final Plat Approval - Homestead Estates
6510 Mission Road
Zoning: R-1a
Applicant: Todd Bond, BHC Rhodes**

V. OTHER BUSINESS

Discuss interpretation of Chapter 19.44 - Height and Area Exceptions, Section 19.44.020, Yard Exceptions, C."

VI. ADJOURNMENT

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

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

COUNCIL COMMITTEE OF THE WHOLE
January 5, 2015

The Council Committee of the Whole met on Monday, January 5, 2015 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President David Morrison with the following members present: Ashley Weaver, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Brooke Morehead, Dan Runion, Ted Odell and Terrence Gallagher.

Staff Members present: Wes Jordan, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Kate Gunja, Assistant City Administrator; Nolan Sunderman, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk. Also present were Captain Tim Schwartzkopf, Captain Wes Lovett, Community Service Officer Cindy Guant and Planning Consultant Ron Williamson. The following Teen Council members were in attendance: Bailey Ricker, Max Keeter, Alidast Jerdi, Gabe Altenbernd, Kyle Baker, and Denisa Butas.

COU2024-44 Consider approval of animal control ordinance including beekeeping provisions

Chief Jordan noted the proposed changes to the code provide clarity to the new appeal process, updates language to improve enforcement efforts and enhance public safety and at the direction of the Council includes provisions for beekeeping. His presentation focused on the addition of Article 2-145 which allows beekeeping. In addition to conversation with area beekeepers, staff researched other city regulations, including Springfield. Chief Jordan noted he felt the final draft represents a very workable compromise. If approved, Article 2-105 "Harboring of Keeping of Animals".

Among the issues addressed in Article 2-145 is the maintenance of a local water source to keep the bees on the owner's property. Because of the wide variety of lot sizes in the city, the code simply allows two hives per property. Hives will be located only within a fenced backyard. The minimum height of the fence will be 42 inches. A flyway structure/barrier is necessary if the exterior fence is less than 6 feet in height. Hives will be at least ten feet from all property lines. Hives will be required to be managed and maintained so as not to become a nuisance.

Steve Noll made the following motion, which was seconded by Laura Wassmer and passed unanimously:

**RECOMMEND THE CITY COUNCIL ADOPT ORDINANCE 2325
AMENDING CHAPTER II, ENTITLED "ANIMAL CONTROL AND
REGULATION" OF THE PRAIRIE VILLAGE MUNICIPAL CODE
BY REPEALING THE EXISTING CHAPTER II AND REPLACING IT
WITH A NEW CHAPTER II**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Discuss definition of “start of construction” related to the Mission Chateau SUP Ordinance

Kate Gunja noted at the January 5 City Council Meeting, Councilmember Laura Wassmer requested that an item be added to the next Committee of the Whole agenda to discuss the start of construction related to the Mission Chateau SUP specifically related to condition #4 which states that if construction has not begun within twenty-four (24) months from the approval of the Special Use Permit by the Governing Body, the permit shall expire . . .”

Mrs. Gunja stated that when visiting with Planning Departments, most cities did not have a general definition of “commencement/start of construction.” Some cities offered that this definition is more commonly found in Development Agreements and/or tied to specific projects. Language from the cities of Lenexa, Olathe, Shawnee and Leawood were presented.

The City’s bond counsel offered the following definition stating that this is typical language used as a starting point for Development Agreements:

“Commencement of Construction” means the occurrence of (1) the Developer has been issued all Permits necessary for the Developer to commence construction of the Project, (2) the issuance by the Developer to the general contractor of a notice to proceed under the principal construction contract and (3) construction of the footings and foundations for the Project.

The following language is contained in the PV Shops CID Document:

Section 2.01. Developer CID Projects...Before commencement of construction of development of any buildings, improvements, structures or other work or improvement included in the Developer CID Projects, the Developer shall obtain any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work.

Section 2.03. Project A Schedule. Subject to Excusable Delays, it is the intention of the parties that Project A be commenced and substantially completed as set for on the Project A Schedule attached as Exhibit F.

Exhibit F. Commencement: within 24 months of full execution of this Agreement

At the October 15, 2012 Council Meeting, the Developer requested an extension to Commencement of Project A. Project A was Mission Lane modifications and did not include construction of any buildings. At that meeting, this term was briefly discussed as it related to the CID project and “commence construction” was referenced as the issuance of a building permit for an approved project.

Definitions from **FEMA**, the **IRS** and **U.S. Census** were also given for reference.

At the January 5, 2015 Council Meeting, it was also suggested that the Planning Commission provide input on this topic. This item was raised by staff for discussion at their January 6 Meeting. Staff stated that this was not a formal recommendation but rather informal discussion and input from the Commission. Planning Commission members offered a wide range of suggestions reflected in draft minutes that were included in the packet.

For the benefit of the discussion, a construction process document providing a general summary of the steps of construction for any project was also distributed.

Ted Odell asked if other cities had this language in Special Use Permits. Mrs. Gunja responded most of the other cities referenced development agreements.

Ted Odell asked if a determination would be retroactive to the issued Special Use Permit. Katie Logan stated the definition would relate specifically to this special use permit. The language is in the permit issued and undefined at this time. If the Governing Body is not going to grant an extension, the developer would prefer the definition to include grading and demolition activities.

Jori Nelson asked if the clarification should come from the Planning Commission. Katie Logan responded that in this case the determination of the definition rests with the Governing Body. Ms. Nelson asked how the current Governing Body can know the intent of the past council that approved the ordinance and are no longer on the Council. Ms. Logan replied in the approval there is no record of any discussion by the Governing Body on the definition of the term. This is standard language that has been used by the City in other conditions.

Eric Mikkelson noted it is possible that the Council will not grant the extension and that the developer has the right to ask for clarification on the City's interpretation of this language. He asked if this interpretation would be used for other special use permits issued. Mrs. Logan responded other special use permits could have unique conditions that would not allow for the same interpretation. Mr. Mikkelson noted then that the Governing Body should be looking at this specifically and broadly.

He would like to see the following three criteria considered:

- 1) The level of actual physical work on the site required.
- 2) The level of permitting that must be obtained.
- 3) And a continuity element - commencement needs to continue without a break.

Terrence Gallagher noted the Commission members had differing opinions on what was meant by the term and he would expect that the 12 council members will also have differing opinions.

Laura Wassmer stated this has not been discussed and she feels that it needs to be. Katie Logan stated the council could delegate the issue to a smaller group to discuss and report back to the Council with a recommendation.

Ted Odell noted the number of elements involved in the consideration and he is not sure the Council has sufficient information on which to make a decision. This determination will also affect other projects.

Dan Runion confirmed the language was proposed by the Planning Commission and asked for clarification of their intent. Ron Williamson stated the language is written into conditions to ensure that projects are built.

Laura Wassmer asked what construction elements are involved in this project. Mr. Williamson replied the installation of sewer lines, electrical power lines, water lines, demolition, grading, etc. The plat has to be recorded before any building permits can be issued and the street has to be constructed before the plat can be recorded. Ms Wassmer asked how long it would take to get utilities in. Keith Bredehoeft responded six to nine months.

David Morrison suggested that this could be added to the agenda for the Council work session.

Jori Nelson noted that new negotiations are going on that would result in the plan that is different than the one initially approved.

Ted Odell confirmed that a new plan would need to go through the process for a new Special Use Permit.

The council directed Acting Mayor Ashley Weaver to create a subcommittee to consider the definition of "commence construction". The following individuals expressed interest in serving on that committee: Terrence Gallagher, Ted Odell, Jori Nelson, Eric Mikkelson, David Morrison and Andrew Wang. The ad-hoc committee is expected to provide a recommendation by the February 17th meeting.

COU2014-47 Consider the awarding and funding of the 75th Street Project from State Line Road to Mission Road, Project 75ST0001

Keith Bredehoeft stated Project 75ST0001, 75th Street- Stateline Road to Mission Road was selected by the Mid-America Regional Council (MARC) to receive Federal Funds in 2011. The Kansas Department of Transportation (KDOT) administers the Federal Funds for local communities in Kansas. This project was initiated by the City and coordinated through KDOT. GBA was hired by the City as the design consultant and the 75th Street Committee provided input into the project design.

Bids were originally opened for this project by KDOT on October 22, 2014. These bids were higher than expected. Changes were made to the plans reducing costs by approximately \$300,000 and the project was rebid. Bids were opened again for this project by KDOT on January 14, 2015 with the following bids received:

| <u>Contractor-</u> | <u>Bid Amount-</u> |
|---------------------|--------------------|
| O'Donnell and Son's | \$3,494,951.00 |
| Amino Brothers | \$3,494,990.00 |
| Emery Sapp & Son's | \$3,777,144.00 |
| Kansas Heavy Const. | \$3,808,386.00 |
| Miles Excavating | \$3,910,485.00 |
| Freeman Concrete | \$4,279,223.00 |

KDOT determines the final Engineer's Estimate and it is not known to the City. KDOT has reviewed the bids and are within 10% of the Engineer's Estimate and has found them to be acceptable.

Mr. Bredehoeft noted the new bids resulted in a decrease of approximately \$400,000 to the cost of the project. The city received communication from Amino Brothers expressing concerns with the award of the bid to O'Donnell & Sons. Amino Brothers was the low bid for the initial bid by approximately \$28,000 less than O'Donnell and Son's. In the second bid, O'Donnell & Sons was low by \$39. Both times, as is typical city practice, it was recommended that the City accept the lowest bid.

Mr. Bredehoeft noted the low bid is \$778,951.00 over what was budgeted for the construction of this project. This will require funding modifications to projects in the 2015 Budget as well as reallocating other funds. He recommended the following reallocation:

1. Utilize \$500,000 in unspent Paving and CARS project street rehabilitation funds from CIP projects closed out in 2014. These funds would have otherwise been reallocated with the 2016 budget process for projects in 2016.
2. Reallocate \$300,000 from 2015 Drainage Repair Program funds. Originally \$110,000 in drainage funds were allocated to this project. Actual drainage items included with this project total over \$500,000. This additional \$300,000 in drainage funds allocated to this project is an appropriate use of drainage funds. That would leave about \$120,000 in the Drainage Repair Program for 2015.

Mr. Bredehoeft noted with this transfer of funds, funding is available in the 75th Street Project- 75ST0001.

Ted Odell thanked staff for taking the extra time to reduce the scope of the project and rebid it resulting in a savings of \$400,000 for the city.

Ted Odell made the following motion, which was seconded by Andrew Wang and passed by a vote of 10 to 1 with Ruth Hopkins voting in opposition:

RECOMMEND THE CITY COUNCIL RECOMMEND THAT THE KANSAS DEPARTMENT OF TRANSPORTATION AWARD PROJECT 75ST0001 TO O'DONNELL AND SON'S CONSTRUCT-

ION COMPANY FOR \$3,494,951 AND APPROVE THE TRANSFER OF \$500,000 FROM UPSENT PRIOR YEAR STREET FUNDS AND \$300,000 FORM THE 2015 DRAINAGE PROGRAM TO PROJECT: 75ST0001: 75TH STREET - STATE LINE TO MISSION ROAD

**COUNCIL ACTION TAKEN
01/20/2015**

COU2015-04 Consider approval of KDOT Form 1309 - Authority to Award for Project 75ST0001: 75th Street - State Line Road to Mission Road

Project 75ST0001, 75th Street- Stateline Road to Mission Road was selected by the Mid-America Regional Council (MARC) to receive Federal Funds. The Kansas Department of Transportation (KDOT) administers the Federal Funds for local communities in Kansas.

As part of their process KDOT Form 1309 must be executed by the City. This form states that the City will submit to KDOT the City funding portion of the project or \$1,950,000.00. This form also states that the low bidder, O'Donnell and Son's, has submitted satisfactory bids and that the contract will be awarded to them.

Eric Mikkelson made the following motion, which was seconded by Laura Wassmer and passed unanimously:

**RECOMMEND THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN KDOT FORM 1309 - AUTHORITY TO AWARD FOR PROJECT 75ST000: 75TH STREET - STATELINE ROAD TO MISSION ROAD
COUNCIL ACTION TAKEN
01/05/2015**

COU2015-05 Consider approval of a three party non federal aid agreement between KDOT, Prairie Village and TranSystems for Project 75ST0001: 75th Street - State Line to Mission Road

Project 75ST0001, 75th Street- Stateline Road to Mission Road was selected by the Mid-America Regional Council (MARC) to receive Federal Construction Funds. The Kansas Department of Transportation (KDOT) administers the Federal Funds for local communities in Kansas.

The agreement describes the responsibilities related to the construction engineering inspection services that TranSystems will provide for this project. This is a Non-Federal Aid agreement and the inspection costs will be fully funded by the City.

Ted Odell confirmed the fees for these services are the standard rate.

Laura Wassmer made the following motion, which was seconded by Ashley Weaver and passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE A THREE PARTY
NON-FEDERAL AID AGREEMENT BETWEEN KDOT, PRAIRIE
VILLAGE AND TRANSYSTEMS FOR PROJECT 75ST000:
75TH STREET - STATELINE ROAD TO MISSION ROAD
COUNCIL ACTION TAKEN
01/05/2015**

**COU2015-06 Consider approval of the Construction Administration Agreement with
TranSystems for the 75th Street Project from State Line Road to Mission Road, Project
75ST0001**

In 2012 TranSystems was selected to be the City's Construction Administration Consultant for 2012, 2013 and 2014. This project was planned to be constructed in 2014 and was delayed due to easement acquisition and utility adjustments. We planned to use TranSystems in 2014 as they also meet all the KDOT requirements for the Federally Aid project. When the project was delayed we continued with our plan to utilize TranSystems for this project.

The total construction cost for the 75th Street Project will be about \$3,500,000. The fee was negotiated with TranSystems to be \$378,923.87 or about 10.8% of construction costs. This percentage is similar to past negotiated construction administration contracts.

The man-hour's and associated fee's were reviewed by Public Works and are appropriate for this project and its scope of work. The scope meets the requirements of the Non-Federal aid three party consultant agreement between the City, TranSystems, and KDOT for this project.

Mr. Bredehoeft noted that funding is available under the 75th Street Project from Mission Road to State Line Road, Project 75ST001 and that no Federal Aid funds will be used for this contract.

Eric Mikkelson made the following motion, which was seconded by Laura Wassmer and passed unanimously:

Move to approve the construction administration agreement with TranSystems for the 75th Street Project from Mission Road to State Line Road, Project 75ST0001.

**RECOMMEND THE CITY COUNCIL APPROVE THE CON-
STRUCTION ADMINISTRATION AGREEMENT WITH TRAN-
SYSTEMS FOR THE 75TH STREET PROJECT FROM
75TH STREET - STATELINE ROAD TO MISSION ROAD,
PROJECT 75ST000**

**COUNCIL ACTION TAKEN
01/05/2015**

Update on Northeast Johnson County Rock Creek Watershed Study

On February 19, 2013 Prairie Village entered a multi-jurisdictional agreement with all the

cities in the Rock Creek Watershed. These cities include the City of Fairway, the City of Mission, the City of Overland Park, the City of Roeland Park, the City of Westwood, and the City of Mission Hills. This effort was initiated by the City of Fairway with the hope to be able to better manage stormwater projects and to prevent situations as have happened in the past where cities could not agree on County funded SMAC projects. SMAC requires that the city immediately downstream from a proposed project to agree with the project. This coalition effort was began to determine if stormwater projects could be managed on a watershed basis and not just managed and planned on a city basis.

Since the coalition began staff has participated in the process including at least 8 coalition meetings, a bus tour of the watershed, and a strategies workshop. Significant time and effort had been spent by coalition members in this effort.

In summary, the coalition found it very difficult to come up with a governance and funding approach that would allow stormwater projects to be managed on a watershed basis. The direction at this point for the coalition is to develop a stormwater masterplan and to have the city's work together as future projects are developed. While this is not really managing stormwater projects from a governance and funding standpoint it is a good way forward to help the communities along Rock Creek to handle stormwater challenges.

Given that Prairie Village only accounts for 0.1 square miles of the 4.8 square mile watershed (2%) and that the area in Prairie Village is fully developed our involvement with the master plan and regular coalition activities going forward are proposed to be limited to a support role. In this proposed support role we would still be available at any time to attend meetings or to provide input as necessary.

Eric Mikkelson asked with the limited support role how the city would become aware of issues that may impact the city. Mr. Bredehoeft noted staff would still receive notifications and would become actively if a situation arose that impacted Prairie Village. Mr. Mikkelson confirmed that Mr. Bredehoeft or public works would have the responsibility for monitoring activity.

Quinn Bennion added that he also attended the task force meetings and noted there will be significant dialogue between impacted cities. He believes of the concept of the coalition has been very good, but agrees to limit involvement as Prairie Village represents such a small portion of the watershed.

STAFF REPORTS

Public Works

- Keith Bredehoeft provided an update on the city's actions related to Emerald Ash Bore. Over 100 trees have been removed with others planted. Staff is working on level 2 actions which will be presented to the council at a later date.

- The 2015 Street Program has sidewalks proposed for Maple and 70th Street. Petitions have been mailed to the neighbors.

Terrence Gallagher asked for an update on the storm drainage project for Reinhardt. Mr. Bredehoeft replied SMAC funding is being requested for this project and work has not yet begun. Mr. Gallagher expressed concern with spring rains.

Public Safety

- Chief Jordan reviewed the 2014 final crime statistics which reflect a drop in all areas. He particularly noted the drop in residential burglaries from 77 in 2010 to 35 in 2014 and overall residential crimes from 764 in 2010 to 554.80 in 2014. Vehicular accidents also decreased.
- The city's traffic patrol units will be involved in providing escort for the Presidential visit to Lawrence on Thursday.

Administration

- Nolan Sunderman reminded council of City Hall Day will be held in Topeka on February 4th.
- The Annual City Council Worksession will be held on Saturday, February 21st beginning at 8:30 a.m.
- The Sister City Committee will be hosting a reception for Shawnee Mission East's Foreign Exchange students in the Council Chambers on Monday, January 26^h at 7 p.m.

Terrence Gallagher suggested that the Teen Council attend this reception if they are able to share their experiences.

- Nolan reported on his participation in the gigabit city summit held by Google.
- Kate Gunja announced the February Planning Commission meeting will consider renewals of the Special Use Permits for the service stations at 8120 Mission Road and 3901 Tomahawk. There are no changes being made to the facilities.
- The Environment/Recycle Committee is continuing its research on a potential plastic bag ban and will hear a presentation at their meeting on January 28th at 7:30 p.m. from the Plastic Bag Alliance.
- Quinn Bennion reported on the proposed rate hike by KCP&L of 12.5%. This would result in an increase of \$11.67 per household per month. He noted the previous rate increase requested was for 12.9% and they were granted 6%. There will be a public meeting held on the request on February 5th. Mr. Bennion noted if approved, this increase will have a significant impact on the city's budget. The city spends \$500,000 to \$600,000 per year on street lights and another \$500,000 to \$600,000 per year on traffic signals.

Laura Wassmer suggested the area cities get together and speak out at the hearing. Mr. Bennion stated the city will be attending the meeting and will report back.

Laura Wassmer commended Teen Council member Alidast Jerdi and the SME Debate Team for their recent State Championship.

ADJOURNMENT

With no further business to come before the Council Committee of the Whole, Council President Ashley Weaver adjourned the meeting at 7:20 p.m.

David Morrison
Council President



PRAIRIE VILLAGE POLICE DEPARTMENT

"A Tradition of Service"

Chief Wes Jordan



DATE: January 27, 2015
TO: Interim Mayor Ashley Weaver and City Council Members
FROM: Chief Wes Jordan *WJ 1/27*
SUBJECT: FORFEITURE TRUST FUND 2014 ANNUAL REPORT

As per Council Policy No. 325, I am submitting the following annual report for the time period of January 1 through December 31, 2014.

SIU – 01-00-00-2117-000

Fund Total - January 1, 2014: \$60,852.84

Expenditures – (\$44,024.55)

| | |
|---|------------------|
| cell phone forensics equipment and training for detectives | 20,866.98 |
| Buy Fund – replenish (2 x \$4,000.00) | 8,000.00 |
| Police Department conference room upgrade/equipment | 1,503.29 |
| Safehome – donation for building fund campaign | 1,000.00 |
| rifles/cases/strobes and gun safe for School Resource Officers at Shawnee Mission East, Indian Hills Middle School and the DARE officer | 4,033.78 |
| CIRT equipment (ballistic shield/lights/vest) | 6,935.00 |
| Vermillion Morrison – cash and vehicle forfeitures | 715.50 |
| crime scene privacy screens | 970.00 |

Revenue - \$20,525.48

| | |
|---|-----------------|
| Interest | 128.39 |
| Restitution (21) | 2,579.07 |
| currency taken from buy bust (1)/prostitution sting (5) | 2,945.00 |
| Drug Tax Distribution from State (4) | 5,648.02 |
| sale of vehicles (3) | 9,225.00 |

FUND BALANCE - December 31, 2014: \$37,353.77

FORFEITURE TRUST FUND 2014 ANNUAL REPORT

January 27, 2015

Page No. 2

Department – 01-00-00-2118-000

Fund Total - January 1, 2014: \$15,079.80

Revenue

Interest 47.05

FUND BALANCE - December 31, 2014: \$15,126.85

Federal Equitable Sharing Reserve – 01-00-00-2119-000

Fund Total - January 1, 2014: \$469.81

Revenue

Interest \$1.48

FUND BALANCE - December 31, 2013: \$471.29

FORFEITURE TRUST FUND BALANCE: \$52,951.91

WLJ:jlw

cc: Accounting

Council Members
Mark Your Calendars
February 2, 2015

| | |
|----------------------|---|
| February 2015 | Kermit Dyer & Ed Harper exhibit in the R.G. Endres Gallery |
| February 2 | City Council Meeting |
| February 4 | LKM City Hall Day in Topeka |
| February 13 | Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m. |
| February 16 | City offices closed in observance of Presidents' Day |
| February 17 | City Council Meeting |
| February 21 | Council Worksession 8:30 - 2:00 at Village Presbyterian Church |
| | |
| March 2015 | Mid America Pastel Society exhibit in the R.G. Endres Gallery |
| March 2 | City Council Meeting |
| March 13 | Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m. |
| March 16 | City Council Meeting |
| March 28 | 2015 Earth Fair 10 a.m. to 3 p.m. at Shawnee Mission East |
| | |
| April 2015 | |
| April 6 | City Council Meeting |
| April 7 | General Election |
| April 10 | Artist reception in the R.G. Endres Gallery 6:30 - 7:30 p.m. |
| April 11 | Large Item Pick-up residents on 75 th Street and North |
| April 18 | Large Item Pick-up residents south of 75 th Street |
| April 20 | City Council Meeting |
| | |
| May 2015 | Stacy Krieg exhibit in the R.G. Endres Gallery |
| May 4 | City Council Meeting |
| May 8 | Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.Art |
| May 18 | City Council Meeting |
| May 23 | Prairie Village Pool Opens |
| May 25 | City offices closed in observance of Memorial Day |
| | |
| June 2015 | Shawnee Mission East Co-Lab exhibit in the R.G. Endres Gallery |
| June 1 | City Council Meeting |
| June 12 | Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m. |
| June 15 | City Council Meeting |
| | |
| July 2015 | Senior Arts Council exhibit in the R.G. Endres Gallery |
| July 3 | City Offices closed in observance of July 4 th Holiday |
| July 4 | VillageFest Celebration |
| July 6 | City Council Meeting |
| July 10 | Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m. |
| July 20 | City Council Meeting |

