




*City Council
Meeting*

July 5, 2005

Dinner will be provided by:

Applebee's Neighborhood Grill & Bar



*Applebee's Riblets
Barbecue baked beans
Cole Slaw*

Dulce De Leche Cheesecake



COUNCIL COMMITTEE OF THE WHOLE

July 5, 2005
6:00 p.m.

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*POL2004-08	Consider Project 190841: Mission Road - 71 st Street to 75 th Street Tom Trienens	1 - 15
*POL2004-09	Consider Project 190848: Mission Road - Somerset Drive to 83 rd Street Tom Trienens	16 - 30
*POL2004-10	Consider Project 190847: 2005 Paving Program Tom Trienens	31 - 45
*COU2005-04	Consider Project 190853: School Zone Flashing Beacons Bid Award Tom Trienens	46
*COU2005-11	Consider Employee Benefit Program for 2005-06 Jamie Shell	47 - 56
COU2005-10	Consider Committee Structure Doug Luther	57 - 60
LEG2005-17	Consider on-line Gift Card Sales Doug Luther	61 - 62

*Action will be requested at the Council Meeting.

COUNCIL COMMITTEE

- COU99-13 Consider Property Audits (assigned 4/12/99)
- COU2000-23 Consider ordinance for location and relocation of utility facilities (assigned 7/12/2000)
- COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)
- COU2000-43 Consider impact of utilities on the aesthetic value of neighborhoods (assigned 2000 Strategic Plan)
- COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)
- COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)
- COU2003-22 Consider City's Comprehensive Plan and Action Plan (assigned 7/2/2003)
- COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)
- COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)
- COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)
- COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)
- COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)
- COU2004-20 Consider No Smoking Ordinance (assigned 9/28/2004)
- COU2004-22 Consider School Zone Policy (assigned 10/15/2004)

- COU2005-03 Consider 2006 Capital Equipment Program (assigned 3/2/2005)
- COU2005-04 Consider Project 190853 Mission Road School Zones (assigned 4/13/2005)
- COU2005-07 Consider 2006 Budget (assigned 4/28/2005)
- COU2005-08 Consider Request for Proposal for Compensation/Benefits Consulting Services (assigned 6/15/2005)
- COU2005-09 Consider Council Packets (assigned 6/15/2005)
- COU2005-10 Consider Committee Structure (assigned 6/28/2005)**
- COU2005-11 Consider Employee Benefit Program for 2005-06 (assigned 6/28/2005)**

POL2004-08 CONSIDER PROJECT 190841: MISSION ROAD – 71ST STREET TO 75TH STREET

Background:

This project has been bid awarded by City Council. The Construction Administration agreement with Affinis Corp. has been prepared. The agreement has been modified to re-enforce the inspection elements.

Financial Impact:

The cost for this agreement is \$59,300.00. Funding has been budgeted in the Capital Infrastructure Program.

Recommendation:

Staff recommends approval of the construction administration agreement with Affinis Corp. for \$59,300.00 with funds from the Capital Infrastructure Program.

***Council Action Requested Same Evening**

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
FOR
CONSTRUCTION ADMINISTRATION SERVICES

PROJECT: 190841
2005 CARS Program
Mission Road (75th Street to 71st Street)

THIS CONTRACT, hereinafter, called the “**Agreement**”, made at Prairie Village, Kansas, this _____ day of July, 2005, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**CITY**” and Affinis Corp., a Missouri corporation with offices at 7401 West 129th Street, Suite 110, Overland Park, Kansas 66213, hereinafter called the “**CONSULTANT**”.

WITNESSETH, THAT WHEREAS, the CITY has determined a need to retain a professional engineering firm to provide Civil Engineering services for construction administration for Project: 2005 CARS Program, Mission Road (75th Street to 71st Street), hereinafter called the “**Project**”,

AND WHEREAS the CITY is authorized and empowered to contract with the CONSULTANT for the necessary services for the Project, and necessary funds for payment of said services are available,

NOW THEREFORE, the CITY hereby hires and employs the CONSULTANT as set forth here in this Agreement, which becomes effective on the date first written above.

ARTICLE I
RESPONSIBILITIES OF THE CITY

The CITY designates Thomas Trienens, Manager of Engineering Services as representative of the CITY with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Mr. Trienens shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

ARTICLE II
RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Kristen E. Leathers, P.E., who shall direct the professional civil engineering and related construction inspection and administration services in all phases of the Project to which this Agreement applies as hereinafter provided. The CONSULTANT shall serve as the prime professional on this Project and shall work with of the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall consult with Manager of Engineering Services and act as CITY's representative. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned herein shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The CONSULTANT shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The CONSULTANT shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Project Manual, and CONSULTANT shall keep CITY informed of the progress of the Work.

The purpose of CONSULTANT's visits to, and representation by the Resident Project Representative, if any, at the Site of the Project, will be to enable CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of CONSULTANT's efforts as an experienced and qualified design professional, will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the

completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The CONSULTANT shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The CONSULTANT shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Project Manual.

The CONSULTANT shall recommend Change Orders and Field Orders to CITY, as appropriate, and prepare Change Orders and Field Orders as required.

The CONSULTANT shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.

The CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

The CONSULTANT shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. CONSULTANT shall be entitled to rely on the results of such tests.

The CONSULTANT shall render formal written decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

The CONSULTANT shall based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. CONSULTANT will provide recommendation for payment to the CITY. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe the Work. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of CONSULTANT are expressly subject to the limitations set forth herein.
2. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Project Manual. Neither CONSULTANT's review of the Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The CONSULTANT shall receive and review maintenance and operating instructions, schedules, and guarantees.

The CONSULTANT shall receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

CONSULTANT shall transmit to CITY promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is Complete. If after considering any objections of

CITY, CONSULTANT considers the Work Complete, CONSULTANT shall deliver a certificate of Completion to CITY and Contractor.

CONSULTANT shall conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide proper notice that the Work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist CONSULTANT to provide more extensive observation of Contractor's work by observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the Work.

The duties and responsibilities of the RPR are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-Site operations.
- 4 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 5 Report to CONSULTANT when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
- 6 Record date of receipt of Samples and approved Shop Drawings.
- 7 Receive Samples, which are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.

- 8 Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- 10 Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.
- 16 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.

- 20 Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.
- 21 Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish to CONSULTANT and CITY copies of all inspection, test, and system start-up reports.
- 24 Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to CONSULTANT for review and forwarding to CITY prior to payment for that part of the Work.
- 27 Participate in a Substantial Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1 Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.

- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT and RPR are expected to conduct themselves at all times in such a manner as to reflect credit upon themselves and the CITY they represent. It is expected that the CONSULTANT and RPR will be suitably dressed for the work, and they will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT and RPR will be pleasant, courteous and business-like in meeting the public. It is helpful and considerate to answer questions asked by the public. If the CONSULTANT and RPR cannot clearly answer the question, the CONSULTANT should refer the questioner to the Manager of Engineering Services.

The CONSULTANT and RPR will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the CONSULTANT. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the CONSULTANT
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the RPR Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the RPR Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the CONSULTANT hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day

6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work –

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work –

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work –

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains –

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns

6. Televised inspection, dates and results

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Manager of Engineering Services.

The CONSULTANT and RPR are expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The CONSULTANT and RPR are directed to avail themselves of the *Public Works Inspector's Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT and RPR to meet and is part of this Agreement.

ARTICLE III
COMPENSATION

The CITY agrees to pay the CONSULTANT Fee of \$59,000.00 for the scope of services as specified herein.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which

are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT's in-house use is not a reimbursable expense)

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV **GENERAL PROVISIONS**

Times for Rendering Services: The CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

Opinions of Probable Cost: In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT's qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Change in Scope: The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

Reuse of Documents: All documents including the plans and specifications provided or furnished by the CONSULTANT pursuant to this Agreement are instruments of service in respect

of the Services and the CONSULTANT shall retain an ownership and property interest therein whether or not the Services is completed. The CITY may make and retain copies for the use by the CITY and others; however, such documents are not intended or suitable for reuse by the CITY or others as an extension of the Services or on any other Services. Any such reuse without written approval or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability to the CONSULTANT, and the CITY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

In a similar manner, the CONSULTANT is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Services without the expressed written permission of the CITY.

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT's general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out negligent performance of the Agreement, caused by any error, omission, or act of the CONSULTANT or its employees, agent or representatives.

The limits of insurance shall be:

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

Comprehensive Automobile Liability
Bodily Injury

\$250,000 each person
\$500,000 each accident

Property Damage

\$100,000 each occurrence

Comprehensive General Liability
Bodily Injury

\$250,000 each person
\$500,000 each accident

Property Damage

\$100,000 each occurrence

Professional Liability Insurance

\$2,000,000 per claim
and per annual aggregate

Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that in any such case, the

CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when and if this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them solely in connection with this Services, except with the written consent of the CONSULTANT.

Controlling Law: This Agreement is to be governed by the law of the State of Kansas.

Indemnification: The CONSULTANT agrees to indemnify and hold the CITY harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the CONSULTANT is legally liable, and arising from the Services that is the subject of this Agreement. If such claim proves to be groundless, false, or fraudulent, the CITY will reimburse for CONSULTANT's time, at hourly billing rates, and expenses incurred to investigate, handle, respond to, provide defenses for, and defend the CITY.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Successors and Assigns: The CITY and the CONSULTANT each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the CITY and the CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the CITY nor the CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the CONSULTANT to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the CITY and the CONSULTANT.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY:

CITY OF PRAIRIE VILLAGE, KS

By: _____

Mayor

CONSULTANT:

AFFINIS CORP.

By:  _____

RICHARD A. WOZZEL

Principal

Address for giving notices:

CITY of Prairie Village
7700 Mission Road
Prairie Village, Kansas, 66208
913-381-6464

Address for giving notices:

AFFINIS CORP.
7401 West 129th Street, Suite 110
Overland Park, Kansas 66213
913-239-1100

ATTEST:

Joyce Hagen Mundy, CITY Clerk

APPROVED BY:

Charles E. Wetzler, CITY Attorney

**POL2004-09 CONSIDER PROJECT 190848: MISSION ROAD –
SOMERSET DRIVE TO 83RD STREET**

Background:

This project has been bid awarded by City Council. The Construction Administration agreement with Affinis Corp. has been prepared. The agreement has been modified to re-enforce the inspection elements.

Financial Impact:

The cost for this agreement is \$24,000.00. Funding has been budgeted in the Capital Infrastructure Program.

Recommendation:

Staff recommends the approval of the Construction Administration Agreement with Affinis Corp. for \$24,000.00 with funds from the Capital Infrastructure Program.

***Council Action Requested Same Evening**

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
FOR
CONSTRUCTION ADMINISTRATION SERVICES

PROJECT: 190848
2005 CARS Program
Mission Road (83rd Street to Somerset Drive)

THIS CONTRACT, hereinafter, called the “**Agreement**”, made at Prairie Village, Kansas, this _____ day of July, 2005, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**CITY**” and Affinis Corp., a Missouri corporation with offices at 7401 West 129th Street, Suite 110, Overland Park, Kansas 66213, hereinafter called the “**CONSULTANT**”.

WITNESSETH, THAT WHEREAS, the CITY has determined a need to retain a professional engineering firm to provide Civil Engineering services for construction administration for Project: 2005 CARS Program, Mission Road (83rd Street to Somerset Drive), hereinafter called the “**Project**”,

AND WHEREAS the CITY is authorized and empowered to contract with the CONSULTANT for the necessary services for the Project, and necessary funds for payment of said services are available,

NOW THEREFORE, the CITY hereby hires and employs the CONSULTANT as set forth here in this Agreement, which becomes effective on the date first written above.

ARTICLE I
RESPONSIBILITIES OF THE CITY

The CITY designates Thomas Trienens, Manager of Engineering Services as representative of the CITY with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Mr. Trienens shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

ARTICLE II
RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Kristen E. Leathers, P.E., who shall direct the professional civil engineering and related construction inspection and administration services in all phases of the Project to which this Agreement applies as hereinafter provided. The CONSULTANT shall serve as the prime professional on this Project and shall work with of the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall consult with Manager of Engineering Services and act as CITY's representative. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned herein shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The CONSULTANT shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The CONSULTANT shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Project Manual, and CONSULTANT shall keep CITY informed of the progress of the Work.

The purpose of CONSULTANT's visits to, and representation by the Resident Project Representative, if any, at the Site of the Project, will be to enable CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of CONSULTANT's efforts as an experienced and qualified design professional, will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the

completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The CONSULTANT shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The CONSULTANT shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Project Manual.

The CONSULTANT shall recommend Change Orders and Field Orders to CITY, as appropriate, and prepare Change Orders and Field Orders as required.

The CONSULTANT shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to CONSULTANT.

The CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

The CONSULTANT shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. CONSULTANT shall be entitled to rely on the results of such tests.

The CONSULTANT shall render formal written decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

The CONSULTANT shall based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. CONSULTANT will provide recommendation for payment to the CITY. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe the Work. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of CONSULTANT are expressly subject to the limitations set forth herein.
2. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Project Manual. Neither CONSULTANT's review of the Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The CONSULTANT shall receive and review maintenance and operating instructions, schedules, and guarantees.

The CONSULTANT shall receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

CONSULTANT shall transmit to CITY promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is Complete. If after considering any objections of

CITY, CONSULTANT considers the Work Complete, CONSULTANT shall deliver a certificate of Completion to CITY and Contractor.

CONSULTANT shall conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide proper notice that the Work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist CONSULTANT to provide more extensive observation of Contractor's work by observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the Work.

The duties and responsibilities of the RPR are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-Site operations.
- 4 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 5 Report to CONSULTANT when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
- 6 Record date of receipt of Samples and approved Shop Drawings.
- 7 Receive Samples, which are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.

- 8 Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- 10 Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.
- 16 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.

- 20 Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.
- 21 Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish to CONSULTANT and CITY copies of all inspection, test, and system start-up reports.
- 24 Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to CONSULTANT for review and forwarding to CITY prior to payment for that part of the Work.
- 27 Participate in a Substantial Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1 Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.

- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT and RPR are expected to conduct themselves at all times in such a manner as to reflect credit upon themselves and the CITY they represent. It is expected that the CONSULTANT and RPR will be suitably dressed for the work, and they will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT and RPR will be pleasant, courteous and business-like in meeting the public. It is helpful and considerate to answer questions asked by the public. If the CONSULTANT and RPR cannot clearly answer the question, the CONSULTANT should refer the questioner to the Manager of Engineering Services.

The CONSULTANT and RPR will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the CONSULTANT. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the CONSULTANT
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the RPR Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the RPR Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the CONSULTANT hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day

6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work –

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work –

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work –

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains –

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns

6. Televised inspection, dates and results

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Manager of Engineering Services.

The CONSULTANT and RPR are expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The CONSULTANT and RPR are directed to avail themselves of the *Public Works Inspector's Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT and RPR to meet and is part of this Agreement.

ARTICLE III
COMPENSATION

The CITY agrees to pay the CONSULTANT Fee of \$24,000.00 for the scope of services as specified herein.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which

are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT's in-house use is not a reimbursable expense)

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV **GENERAL PROVISIONS**

Times for Rendering Services: The CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

Opinions of Probable Cost: In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT's qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Change in Scope: The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

Reuse of Documents: All documents including the plans and specifications provided or furnished by the CONSULTANT pursuant to this Agreement are instruments of service in respect

of the Services and the CONSULTANT shall retain an ownership and property interest therein whether or not the Services is completed. The CITY may make and retain copies for the use by the CITY and others; however, such documents are not intended or suitable for reuse by the CITY or others as an extension of the Services or on any other Services. Any such reuse without written approval or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability to the CONSULTANT, and the CITY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

In a similar manner, the CONSULTANT is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Services without the expressed written permission of the CITY.

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT's general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out negligent performance of the Agreement, caused by any error, omission, or act of the CONSULTANT or its employees, agent or representatives.

The limits of insurance shall be:

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

Comprehensive Automobile Liability

Bodily Injury	\$250,000 each person \$500,000 each accident
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Property Damage	\$100,000 each occurrence
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Comprehensive General Liability

Bodily Injury	\$250,000 each person \$500,000 each accident
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Property Damage	\$100,000 each occurrence
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Professional Liability Insurance	\$2,000,000 per claim and per annual aggregate
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Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that in any such case, the

CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when and if this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them solely in connection with this Services, except with the written consent of the CONSULTANT.

Controlling Law: This Agreement is to be governed by the law of the State of Kansas.

Indemnification: The CONSULTANT agrees to indemnify and hold the CITY harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the CONSULTANT is legally liable, and arising from the Services that is the subject of this Agreement. If such claim proves to be groundless, false, or fraudulent, the CITY will reimburse for CONSULTANT's time, at hourly billing rates, and expenses incurred to investigate, handle, respond to, provide defenses for, and defend the CITY.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Successors and Assigns: The CITY and the CONSULTANT each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the CITY and the CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the CITY nor the CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the CONSULTANT to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the CITY and the CONSULTANT.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY:

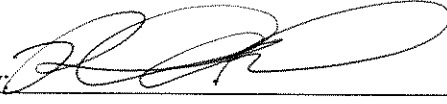
CITY OF PRAIRIE VILLAGE, KS

By: _____

Mayor

CONSULTANT:

AFFINIS CORP.

By: 

RICHARD A. WORREL
Principal

Address for giving notices:

CITY of Prairie Village
7700 Mission Road
Prairie Village, Kansas, 66208
913-381-6464

Address for giving notices:

AFFINIS CORP.
7401 West 129th Street, Suite 110
Overland Park, Kansas 66213
913-239-1100

ATTEST:

Joyce Hagen Mundy, CITY Clerk

APPROVED BY:

Charles E. Wetzler, CITY Attorney

POL2004-10 CONSIDER PROJECT 190847: 2005 PAVING PROGRAM

Background:

This project has been bid awarded by City Council. The Construction Administration agreement with Affinis Corp. has been prepared. The agreement has been modified to re-enforce the inspection elements.

Financial Impact:

The cost for this agreement is \$97,200.00. Funding has been budgeted in the Capital Infrastructure Program.

Recommendation:

Staff recommends approval of the Construction Administration Agreement with Affinis Corp. for \$97,200.00 with funds from the Capital Infrastructure Program.

Council Action Requested Same Evening

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
FOR
CONSTRUCTION ADMINISTRATION SERVICES

PROJECT: 190847
2005 Street Resurfacing Program

THIS CONTRACT, hereinafter, called the “**Agreement**”, made at Prairie Village, Kansas, this _____ day of July, 2005, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**CITY**” and Affinis Corp., a Missouri corporation with offices at 7401 West 129th Street, Suite 110, Overland Park, Kansas 66213, hereinafter called the “**CONSULTANT**”.

WITNESSETH, THAT WHEREAS, the CITY has determined a need to retain a professional engineering firm to provide Civil Engineering services for construction administration for Project: 2005 Street Resurfacing Program, hereinafter called the “**Project**”,

AND WHEREAS the CITY is authorized and empowered to contract with the CONSULTANT for the necessary services for the Project, and necessary funds for payment of said services are available,

NOW THEREFORE, the CITY hereby hires and employs the CONSULTANT as set forth here in this Agreement, which becomes effective on the date first written above.

ARTICLE I
RESPONSIBILITIES OF THE CITY

The CITY designates Thomas Trienens, Manager of Engineering Services as representative of the CITY with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Mr. Trienens shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

ARTICLE II
RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Kristen E. Leathers, P.E., who shall direct the professional civil engineering and related construction inspection and administration services in all phases of the Project to which this Agreement applies as hereinafter provided. The CONSULTANT shall serve as the prime professional on this Project and shall work with of the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall consult with Manager of Engineering Services and act as CITY's representative. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned herein shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The CONSULTANT shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency parted with the CITY prior to commencement of Work at the Site.

The CONSULTANT shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Project Manual, and CONSULTANT shall keep CITY informed of the progress of the Work.

The purpose of CONSULTANT's visits to, and representation by the Resident Project Representative, if any, at the Site of the Project, will be to enable CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of CONSULTANT's efforts as an experienced and qualified design professional, will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented

and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The CONSULTANT shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The CONSULTANT shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Project Manual.

The CONSULTANT shall recommend Change Orders and Field Orders to CITY, as appropriate, and prepare Change Orders and Field Orders as required.

The CONSULTANT shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to CONSULTANT.

The CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

The CONSULTANT shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. CONSULTANT shall be entitled to rely on the results of such tests.

The CONSULTANT shall render formal written decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

The CONSULTANT shall based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. CONSULTANT will provide recommendation for payment to the CITY. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe the Work. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of CONSULTANT are expressly subject to the limitations set forth herein.
2. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Project Manual. Neither CONSULTANT's review of the Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The CONSULTANT shall receive and review maintenance and operating instructions, schedules, and guarantees.

The CONSULTANT shall receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

CONSULTANT shall transmit to CITY promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is Complete. If after considering any objections of

CITY, CONSULTANT considers the Work Complete, CONSULTANT shall deliver a certificate of Completion to CITY and Contractor.

CONSULTANT shall conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide proper notice that the Work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist CONSULTANT to provide more extensive observation of Contractor's work by observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the Work.

The duties and responsibilities of the RPR are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-Site operations.
- 4 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 5 Report to CONSULTANT when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
- 6 Record date of receipt of Samples and approved Shop Drawings.
- 7 Receive Samples, which are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.

- 8 Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- 10 Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.
- 16 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.

- 20 Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.
- 21 Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish to CONSULTANT and CITY copies of all inspection, test, and system start-up reports.
- 24 Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to CONSULTANT for review and forwarding to CITY prior to payment for that part of the Work.
- 27 Participate in a Substantial Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1 Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.

- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT and RPR are expected to conduct themselves at all times in such a manner as to reflect credit upon themselves and the CITY they represent. It is expected that the CONSULTANT and RPR will be suitably dressed for the work, and they will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT and RPR will be pleasant, courteous and business-like in meeting the public. It is helpful and considerate to answer questions asked by the public. If the CONSULTANT and RPR cannot clearly answer the question, the CONSULTANT should refer the questioner to the Manager of Engineering Services.

The CONSULTANT and RPR will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the CONSULTANT. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the CONSULTANT
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the RPR Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the RPR Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the CONSULTANT hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day

6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work –

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work –

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work –

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains –

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns

6. Televised inspection, dates and results

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Manager of Engineering Services.

The CONSULTANT and RPR are expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The CONSULTANT and RPR are directed to avail themselves of the *Public Works Inspector's Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT and RPR to meet and is part of this Agreement.

ARTICLE III
COMPENSATION

The CITY agrees to pay the CONSULTANT Fee of \$97,000.00 for the scope of services as specified herein.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which

are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT's in-house use is not a reimbursable expense)

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV GENERAL PROVISIONS

Times for Rendering Services: The CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

Opinions of Probable Cost: In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT's qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Change in Scope: The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

Reuse of Documents: All documents including the plans and specifications provided or furnished by the CONSULTANT pursuant to this Agreement are instruments of service in respect

of the Services and the CONSULTANT shall retain an ownership and property interest therein whether or not the Services is completed. The CITY may make and retain copies for the use by the CITY and others; however, such documents are not intended or suitable for reuse by the CITY or others as an extension of the Services or on any other Services. Any such reuse without written approval or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability to the CONSULTANT, and the CITY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

In a similar manner, the CONSULTANT is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Services without the expressed written permission of the CITY.

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT's general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out negligent performance of the Agreement, caused by any error, omission, or act of the CONSULTANT or its employees, agent or representatives.

The limits of insurance shall be:

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

Comprehensive Automobile Liability

Bodily Injury	\$250,000 each person \$500,000 each accident
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Property Damage	\$100,000 each occurrence
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Comprehensive General Liability

Bodily Injury	\$250,000 each person \$500,000 each accident
---------------	--

Property Damage	\$100,000 each occurrence
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Professional Liability Insurance	\$2,000,000 per claim and per annual aggregate
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Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that in any such case, the

CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when and if this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them solely in connection with this Services, except with the written consent of the CONSULTANT.

Controlling Law: This Agreement is to be governed by the law of the State of Kansas.

Indemnification: The CONSULTANT agrees to indemnify and hold the CITY harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the CONSULTANT is legally liable, and arising from the Services that is the subject of this Agreement. If such claim proves to be groundless, false, or fraudulent, the CITY will reimburse for CONSULTANT's time, at hourly billing rates, and expenses incurred to investigate, handle, respond to, provide defenses for, and defend the CITY.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Successors and Assigns: The CITY and the CONSULTANT each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the CITY and the CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the CITY nor the CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the CONSULTANT to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the CITY and the CONSULTANT.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY:

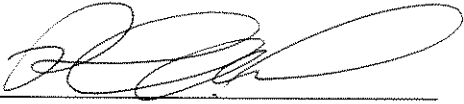
CITY OF PRAIRIE VILLAGE, KS

By: _____

Mayor

CONSULTANT:

AFFINIS CORP.

By:  _____

RICHARD A. WOPPEL

Principal

Address for giving notices:

CITY of Prairie Village
7700 Mission Road
Prairie Village, Kansas, 66208
913-381-6464

Address for giving notices:

AFFINIS CORP.
7401 West 129th Street, Suite 110
Overland Park, Kansas 66213
913-239-1100

ATTEST:

Joyce Hagen Mundy, CITY Clerk

APPROVED BY:

Charles E. Wetzler, CITY Attorney

COU2005-04 CONSIDER PROJECT 190853: SCHOOL ZONE FLASHING BEACONS BID AWARD

Background:

On June 17, 2005, the City Clerk opened bids for Project 190853: School Zone Flashing Beacons. This program consists the installation of 14 solar powered school zone flashing beacons for six schools along Mission Road and supplying the City with four LED “No Turn on Red” signs for the intersection of 83rd Street and Mission Road. Three bids were received:

	<u>Wildcat Construction</u>	<u>Capital Electric</u>	<u>Custom Lighting</u>	<u>Engineer’s Est.</u>
Base	\$110,200.00	\$110,656.00	\$109,174.00	\$133,400.00
Alt. A	\$8,400.00	\$9,072.00	\$10,150.00	\$11,270.00
Alt. B	\$6,356.00	\$6,860.00	\$7,840.00	\$9,660.00
Base + A	\$118,600.00	\$119,728.00	\$119,324.00	\$144,670.00
Base + B	\$116,556.00	\$117,516.00	\$117,014.00	\$143,060.00

City staff has reviewed the bids for accuracy and found no errors. Alt. “A” is school zone flashing beacons with two-way pagers. Two-way pagers allow the user to control the beacons from a remote location and retrieve information back on the current signal operation. A monthly paging service would be required at an approximate cost of \$5.00 per pager (12 units x 5.00 per unit/month = \$60.00 per month).

Alt. “B” is a one-way paging system.

Staff recommends Base + Alt. “A”. This alternate would allow staff to control the signals remotely and make necessary adjustments for unforeseen circumstances such as snow days, half days, etc. without having to go to each unit individually.

References have been checked for Wildcat Construction Company and they are acceptable.

Financial Impact:

Funding is available in the Capital Infrastructure Program Project 190853 (\$92,000) with a transfer of \$26,600 from the Capital Infrastructure Program – Street Unallocated.

Recommendation:

Staff recommends the City Council approve the construction contract with Wildcat Construction Company, 190853: School Zone Flashing Beacons for \$118,600 with funding from the Capital Infrastructure Program and a transfer of \$26,600 from the Capital Infrastructure Program – Street Unallocated.

***Council Action Requested Same Evening**

Consider Employee Benefit Program for 2005-06

Policy Issue: Personnel Policies #231-Health Insurance, #232-Dental Insurance, #240 – Life Insurance and #264–Long Term Disability Insurance

Background:

Health Insurance Renewal

In 2003, an Employee Benefits Committee recommended a health insurance plan with higher co-pays and out-of-pocket maximums to the City Council. As a result of those changes, the City's 2004-05 premiums increased only 6.6%. At the time, the market was averaging an increase of 13-15%.

After some negotiation by Dave Johnson, our employee benefits consultant from CBIZ, United Healthcare has proposed an 8% increase with no plan changes for the 2005-06 plan year, which begins September 1st.

The following illustrates the effect of the proposed premium increase (based on current enrollment):

HMO "Base" Plan	2004-05 Premium	Proposed 2005-06
Employee only	\$267.05	\$288.41
Employee plus one dependent	\$646.36	\$698.07
Employee plus family	\$952.54	\$1,028.74
PPO "Buy-Up" Plan	2004-05 Premium	Proposed 2005-06
Employee only	\$330.45	\$356.89
Employee plus one dependent	\$799.83	\$863.82
Employee plus family	\$1,178.70	\$1,273.00

Projected Annual Cost–City	\$520,391	\$562,019
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Monthly Employee Cost*		
HMO "Base" Plan	2004-05 Premium	Proposed 2005-06
Employee only	\$0.00	\$0.00
Employee plus one dependent	\$109.88	\$118.67
Employee plus family	\$238.14	\$257.19
PPO "Buy-Up" Plan	2004-05 Premium	Proposed 2005-06
Employee only	\$63.40	\$68.48
Employee plus one dependent	\$263.35	\$284.42
Employee plus family	\$464.30	\$501.45

**Based on current allocation formula*

These projections are based on the City's current enrollment and formula for allocating employee health insurance premiums, which is summarized on the following page.

Plan Type	City Contribution
Employee Only	100%
Employee plus one dependent	83%
Family	75%

Health Insurance Renewal – HSA Option

United Healthcare also has offered a second option, which adds a high-deductible health plan and employee health savings account (HSA) to the two current plans offered to employees.

In theory, a high-deductible plan benefits consumers by using the plan for of a couple of reasons:

1. More of the health care decision-making process is shifted to the consumer, who as a result of the higher deductible will more carefully examine their health care costs.
2. Deposits made to the health savings accounts can be invested tax-free until needed. Therefore, if the employee does not utilize the funds deposited into his or her HSA, the funds can be accumulated until an eligible health care need arises.
3. Premiums are typically lower than traditional health insurance plans.

In order for these types of plans to work, it is necessary to establish HSA's for employees. These accounts can be funded by the employer, employee or both, up to the amount of the plan's calendar year deductible. HSA's are owned by the employee and are portable. Therefore, if the employee were to terminate employment, any contributions to the plan are not returned to the employer.

If Council chooses this option, the current "base" plan premium will increase by 10.9% rather than 8%. If Council chooses to fully-fund employee health savings accounts, the City's share of the plan premium would be 15.6% higher than the current premium.

In addition to the premium increase, the maximum "out of pocket" expense an employee may incur under the high-deductible plan would more than double that of the current health insurance plan.

Plan Type	Current Out of Pocket	High-ded. Out of Pocket*
Single	\$2,000	\$4,400
Employee plus one dep.	\$4,000	\$8,800
Family	\$4,000	\$8,800

**Assumes that balance of HSA will be utilized.*

Dental Insurance

The City's 2004-05 dental insurance provided by Delta Dental was renewed with a two year rate guarantee, therefore there will not be a change in premium for 2005-06.

Life Insurance

The City's employee life insurance benefit provided by Standard Insurance has offered to extend the current premium of \$0.19 per \$1,000 of coverage through the 2005-06 plan year.

Long Term Disability Insurance

The long term disability insurance benefit provided by Jefferson Pilot has offered to extend the current premium of \$0.46/\$100 of covered payroll through the 2005-06 plan year.

Recommendation:

Staff recommends that the City Council authorize the renewal of the following employee benefit plans for 2005-06:

1. The current health insurance plan provided by United Healthcare with an 8% increase in premiums.
2. The current dental insurance plan provided by Delta Dental with no change in premium.
3. The current life insurance plan provided by Standard Insurance with no change in premium.
4. The current long term disability insurance plan provided by Jefferson Pilot with no change in premium.

Staff also recommends that employees share in the monthly premium costs using the employee/employer allocation currently in use.

	<u>Health Insurance</u>				<u>Dental</u>	
	<u>Base Plan</u>		<u>Buy Up Plan</u>		<u>City</u>	<u>Employee</u>
	<u>City</u>	<u>Employee</u>	<u>City</u>	<u>Employee</u>		
Employee only	100%	0%	81%	19%	100%	0%
Employee plus one	83%	17%	67%	33%	53%	47%
Family	75%	25%	61%	39%	29%	71%

The exact amounts of the recommended premiums are listed on the attached Summary of Benefits that is provided to employees.



Summary of Benefits

City of Prairie Village

Medical Insurance Personnel Policy 231	United Healthcare 1-800-357-0978 www.myuhc.com					
	Choice (Base)			Choice Plus (Buy-Up)		
				In-Network	Out-of-Network	
<i>Calendar Year Deductible</i>						
Individual	\$250			None	\$2,500	
Family	\$500			None	\$5,000	
<i>Office Visit Copay</i>						
Primary Care Physician	\$20 per Visit			\$20 per Visit	20% of Eligible Expenses	
Specialist	\$20 per Visit			\$20 per Visit	20% of Eligible Expenses	
<i>Inpatient Hospital Care</i>	20% of Eligible Expenses			\$250 per admit then 20%	20% of Eligible Expenses	
<i>Outpatient Facility Services</i>	20% of Eligible Expenses			None	20% of Eligible Expenses	
<i>Emergency Care</i>				\$100 per Visit		
Hospital ER	\$100 per Visit			None		
Ambulance	20% of Eligible Expenses					
<i>Retail Pharmacy Copays</i>	\$7/\$30/\$50			\$7/\$30/\$50	\$7/\$30/\$50	
<i>Out-of-Pocket Maximum</i>						
Individual	\$2,000			None	\$5,000	
Family	\$4,000			None	\$10,000	
<i>Eye Examinations</i>	\$20 per Visit			\$20 per Visit	20% of Eligible Expenses	
<i>Monthly Cost</i>	Employer	Employee*	Total	Employer	Employee*	Total
Employee Only	\$288.41	-	\$288.41	\$288.41	\$68.48	\$356.89
Employee + 1	\$579.40	\$118.67	\$698.07	\$579.40	\$284.42	\$863.82
Family	\$771.55	\$257.19	\$1,028.74	\$771.55	\$501.45	\$1,273.00
	* An additional charge of \$10.00 will be assessed for those employees who do not complete a health assessment through United Healthcare's Wellness program.					
<i>When Changes Can Be Made</i>	Open Enrollment Period (Usually August of each year), or a qualifying 'Change of Life Status' event, which may include, but not limited to: marriage, birth of a child, adoption of a child, divorce, death of a spouse, death of a child, change in employment status.					
<i>Eligibility</i>	First of Month Following 30 Days of Employment					

Dental Insurance Personnel Policy 232	Delta Dental of Kansas 1-800-234-3375 www.deltadentalks.com					
	<i>Calendar Year Deductible</i>					
	Individual	\$50				
Family	\$150					
	** Deductible does not apply to diagnostic or preventive procedures. **					
<i>Benefit Maximum</i>	\$1,000 per person per benefit year					
<i>Percentage Paid by Delta</i>	80% - Diagnostic and Preventative					
	60% - Ancillary, Oral Surgery, Regular Restorative Dentistry, Endodontics, and Peridontics					
	40% - Special Restorative Dentistry and Prosthodontics					
	Not Covered - Orthodontics					
<i>Dependent Coverage</i>	Dependent children are covered to age 19, or to age 24 if a full-time student.					
<i>Monthly Cost</i>	Employer	Employee	Total			
Employee Only	\$18.54	-	\$18.54			
Employee + 1	\$18.54	\$16.50	\$35.04			
Family	\$18.54	\$46.05	\$64.58			
<i>When Changes Can Be Made</i>	Open Enrollment Period (Usually August of each year), or a qualifying 'Change of Life Status' event, which may include, but not limited to: marriage, birth of a child, adoption of a child, divorce, death of a spouse, death of a child, change in employment status.					
<i>Eligibility</i>	First of Month Following 30 Days of Employment					



Summary of Benefits (cont'd)

City of Prairie Village

Basic Life & AD&D Insurance Personnel Policy 240	The Standard 1-800-247-6888 www.standard.com		
<i>Employee Coverage</i> Basic Life Insurance	\$10,000 – Non Commissioned \$85,000 – Commissioned Police Officers		
Basic AD&D Insurance	\$10,000 – Non Commissioned \$85,000 – Commissioned Police Officers		
<i>Dependent Coverage</i> Basic Life	\$4,000 – Spouse \$2,000 – Other Dependent(s)		
Basic AD&D	\$4,000 – Spouse \$2,000 – Other Dependent(s)		
<i>Monthly Cost</i>	Employer	Employee	Total
Employee Only	\$1.90	-	\$1.90
Employee + Dependent(s)	\$1.90	\$1.76	\$3.66
<i>Eligibility</i>	First of Month Following Date of Hire		

Long-Term Disability Personnel Policy 264	Jefferson Pilot 1-800-423-2765 www.jpfinancial.com		
<i>Benefit Percentage</i>	60% of Monthly Salary		
<i>Monthly Benefit</i> Minimum	\$50		
Maximum	\$3,000		
<i>Elimination Period</i>	90 days of disability due to the same or a related Sickness or Injury, which must be accumulated within a 180 day period		
<i>Maximum Benefit Period</i>	The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later):		
	<u>Age at Disability</u>	<u>Maximum Benefit Period</u>	
	Less Than Age 60	To Age 65	
	60	60 months	
	61	45 months	
	62	42 months	
	63	36 months	
	64	30 months	
	65	24 months	
	66	21 months	
	67	18 months	
	68	15 months	
	69 and older	12 months	
<i>Monthly Cost</i>	100% Paid by City		
<i>Eligibility</i>	First of Month Following 30 Days of Employment		



Summary of Benefits (cont'd)

City of Prairie Village

Long-Term Care Personnel Policy 263	UnumProvident 1-800-227-4165 http://www.unumprovident.com
<i>Monthly Benefit</i>	
Facility	\$1,500
Home	\$500
<i>Facility Benefit Duration</i>	3 years
<i>Home Benefit</i>	50%
<i>Lifetime Maximum</i>	\$36,000
<i>Elimination Period</i>	90 days
<i>Home Care Level</i>	Professional
<i>Monthly Cost</i>	Dependent Upon Age
<i>Eligibility</i>	First of Month Following 1 Year of Employment

Kansas Public Employees Retirement System (KPERS) Personnel Policy 243	KPERS 1-888-275-5737 http://www.kpers.org
	<p>This is a plan provided by the State of Kansas and includes retirement, disability, and survivor benefits provided for eligible public employees and their beneficiaries. The employee contribution rate is 4% and is deducted from each paycheck. Membership is mandatory after one year if your position is not seasonal or temporary, and requires you to work at least 1,000 hours per year. Employees are vested after ten years of service.</p> <p>KPERS benefits include:</p> <ul style="list-style-type: none"> • Retirement benefit options for vested members; • Refund of your contributions and interest earnings if you should terminate employment; • The ability to Purchase Service Credit. The following types of service credit may be purchased: Credited prior service, non-credited prior service, military service, out-of-state teaching service, and out-of-state non-federal public service. Purchasing eligible service credit affects your pension by increasing the number of years credited service; • Life insurance benefits equal to 150% of your eligible compensation if you are an active KPERS member; • Disability income benefits provide a monthly benefit, based upon two-thirds of your annual rate of eligible compensation. To qualify you must be total disabled for 180 continuous days; • Survivor benefits which may include: refund of accumulated contributions; or pre-retirement survivor options; accidental death benefits; benefits payable for a death after retirement including survivor options, a lump sum death benefit of \$4,000; • Annual membership statements.
<i>Eligibility</i>	First Pay Period Following 1 Year of Employment



Summary of Benefits (cont'd)

City of Prairie Village

City Supplemental Pension Plan Personnel Policy 243																					
	<p>Eligible employees are also enrolled in the City's supplemental retirement plan. The City contributes 5% of the total salary of non-commissioned employees per year to plan; the contribution per employee shall not exceed \$2,500 per year. The City's contribution is then divided among eligible participants on the basis of the participant's compensation and years of service. Employees do not contribute to this plan.</p> <table data-bbox="718 518 1292 839"> <thead> <tr> <th><u>Years of Service</u></th> <th><u>Vested Percentage</u></th> </tr> </thead> <tbody> <tr> <td>Less Than 4</td> <td>0%</td> </tr> <tr> <td>4</td> <td>40%</td> </tr> <tr> <td>5</td> <td>45%</td> </tr> <tr> <td>6</td> <td>50%</td> </tr> <tr> <td>7</td> <td>60%</td> </tr> <tr> <td>8</td> <td>70%</td> </tr> <tr> <td>9</td> <td>80%</td> </tr> <tr> <td>10</td> <td>90%</td> </tr> <tr> <td>11</td> <td>100%</td> </tr> </tbody> </table>	<u>Years of Service</u>	<u>Vested Percentage</u>	Less Than 4	0%	4	40%	5	45%	6	50%	7	60%	8	70%	9	80%	10	90%	11	100%
<u>Years of Service</u>	<u>Vested Percentage</u>																				
Less Than 4	0%																				
4	40%																				
5	45%																				
6	50%																				
7	60%																				
8	70%																				
9	80%																				
10	90%																				
11	100%																				
<i>Eligibility</i>	Contributions Made for All Non-commissioned Employees Employed on January 1 st																				
City Police Pension Plan Personnel Policy 242/253																					
	<p>The City of Prairie Village offers a defined benefit pension plan for commissioned police officers. Under the plan, the officer contributes 4% of his/her base salary annually. The City's contribution may vary based on the actuary's calculations.</p> <p>The plan allows officers to accumulate a pension benefit of 2½% of the officer's final salary for each year of service. A member may retire after 20 years of service at 50% of his/her salary. Service points are capped at 25 years, resulting in a maximum benefit of 62½% of base salary after 25 years of service. Members of the plan are fully vested after 15 years of service, with partial vesting beginning after five years of service.</p>																				
<i>Eligibility</i>	First Pay Period Following 1 Year of Employment																				
Deferred Compensation Personnel Policy 254	<p style="text-align: center;">ING Financial Advisers, LLC Julie West - 913-661-3763 Ted Simmons – 913-661-3758 www.ing.com</p>																				
	<p>The City of Prairie Village participates in the State of Kansas Deferred Compensation Program managed by ING Financial Services. Deferred compensation is an optional plan that allows employees to postpone receiving part of their current salary until retirement. Employees pay no federal income taxes on the salary deferred or on any investment earnings until received. The plan is optional for employees.</p>																				
<i>Eligibility</i>	Immediately																				



Summary of Benefits (cont'd)

City of Prairie Village

Section 125 Plan and Flexible Spending / Dependent Care Accounts Personnel Policy ###	MHM Resources www.ezflexplus.com
	<p>This program allows employees to pay eligible insurance plan premiums and reimbursable health care (up to \$2,000 each year per family) and dependent care expenses (up to \$5,000 each year per family) on a pre-tax basis through payroll deduction. Eligible premium expenses are deducted before taxes are calculated and deducted. The dollars you pledge will be directed into each of the Flexible Spending Accounts. When eligible Plan expenses are incurred the employee files a claim for reimbursement of the expenses. Expenses must be incurred during the Plan Year.</p> <p>By using the Section 125 Plan for these expenses, you reduce the cost of your coverage by the amount of the tax savings. Any unclaimed funds remaining in the Flexible Spending Accounts after the August 31st deadline will be <u>forfeited</u>, so plan carefully.</p> <p>You must re-enroll in the Dependent Care and Health Care Reimbursement Flexible Spending Accounts each Plan Year.</p>
<i>Eligibility</i>	First of Month Following 30 Days of Employment

Paid Holidays Personnel Policy 212	
	<p>The City recognizes the following paid holidays:</p> <ul style="list-style-type: none"> • New Year's Day • Martin Luther King, Jr. Day • President's Day • Memorial Day • Independence Day • Labor Day • Thanksgiving Day • The Friday following Thanksgiving Day • Christmas Day • Employee Birthday / Floating Holiday <p>Should a holiday fall on a Saturday, City offices will be closed on the preceding Friday. If a holiday falls on a Sunday, City offices will be closed on the following Monday.</p>
<i>Eligibility</i>	Immediately



Summary of Benefits (cont'd)

City of Prairie Village

Paid Vacation Personnel Policy 211													
<i>Full-Time Employees</i>	<p>Paid vacation time is available to regular employees after completion of 90 days of continuous service. Paid Vacation Time is accrued on a per-pay period basis, resulting in the following annual vacation benefit based on years of service:</p> <table border="1"> <thead> <tr> <th>Years of Service</th> <th>Days</th> <th>Hours per Pay Period</th> </tr> </thead> <tbody> <tr> <td>0 – 5</td> <td>11 days</td> <td>3.385</td> </tr> <tr> <td>6 – 10</td> <td>15 days</td> <td>4.62</td> </tr> <tr> <td>11+</td> <td>20 days</td> <td>6.15</td> </tr> </tbody> </table> <p>An employee's unused vacation hours, up to his/her annual vacation allocation, may be carried over to the following year.</p>	Years of Service	Days	Hours per Pay Period	0 – 5	11 days	3.385	6 – 10	15 days	4.62	11+	20 days	6.15
Years of Service	Days	Hours per Pay Period											
0 – 5	11 days	3.385											
6 – 10	15 days	4.62											
11+	20 days	6.15											
<i>Part-Time Employees</i>	Regular part-time employees earn vacation benefits based on total number of hours worked. For example, a regular part-time employee who works a minimum of 1,040 hours per year would accumulate paid vacation in an amount to provide a total of 5 ½ vacation days per year.												
<i>Seasonal & Temporary Employees</i>	Seasonal and temporary employees do not earn vacation benefits.												
<i>Eligibility</i>	Accrual Begins: Immediately – For Use: After 90 Days of Employment												

Sick Leave Personnel Policy 213	
	<p>A trial or regular employee earns and accrues one-half day of sick leave on a bi-weekly basis to a maximum of 12 days per calendar year. Sick leave with pay may be accumulated to a maximum of one hundred forty (140) days and may be taken 15 minute increments.</p> <p>Trial and regular part-time employees may earn sick leave benefits based on the total number of hours worked.</p>
<i>Eligibility</i>	Accrual Begins: Immediately – For Use: After 90 Days of Employment

Employee Assistance Program (EAP) Personnel Policy 235	
	<p>The City of Prairie Village provides an Employee Assistance Program (EAP) through New Directions which provides confidential professional consultation and short-term counseling for employees and their family members at no charge. The program is designed to assist employees with personal issues and/or workplace issues. Services are available to family members who reside with the employee.</p> <p>For confidential assistance, please contact New Directions directly at 816-395-3866 or 800-669-6777 anytime 24-hours/day. If you prefer, you may also visit the New Directions web site at www.ndbh.com.</p> <p>The City of Prairie Village will not be advised that you have used this service.</p>
<i>Eligibility</i>	Immediately



Summary of Benefits (cont'd)

City of Prairie Village

Wellness Program Personnel Policy 276										
	<p>Through an agreement with the YMCA, the City partially subsidizes the cost of YMCA membership for City employees and their families.</p> <table data-bbox="662 399 1225 534"> <thead> <tr> <th></th> <th>Employee Pays (monthly)</th> <th>City Pays (monthly)</th> </tr> </thead> <tbody> <tr> <td>Individual</td> <td>\$30.00</td> <td>\$10.00</td> </tr> <tr> <td>Family</td> <td>\$52.50</td> <td>\$9.30</td> </tr> </tbody> </table>		Employee Pays (monthly)	City Pays (monthly)	Individual	\$30.00	\$10.00	Family	\$52.50	\$9.30
	Employee Pays (monthly)	City Pays (monthly)								
Individual	\$30.00	\$10.00								
Family	\$52.50	\$9.30								
<i>Eligibility</i>	Immediately									
Recreation Memberships Personnel Policy 275										
	<p>All regular full-time and part-time employees, their spouses, and children living in the same home with the employee will be provided with a Prairie Village Pool membership at no charge.</p>									
<i>Eligibility</i>	Immediately									
Educational Expense Reimbursement Personnel Policy 271										
	<p>The City encourages employees to take advantage of educational courses which will improve job performance and prepare employees for promotional opportunities. After one year of full-time employment and with the prior approval of the employee's Department Manager and the Mayor, the City may pay up to fifty percent (50%) of eligible educational expenses up to five thousand (\$5,000) per degree.</p>									
<i>Eligibility</i>	1 Year of Continuous Employment									

Issue:

Should the City Council change the current structure of standing committees comprised of City Council members?

Background:

City Code Chapter 1 Article 8 Section 801 - 806 establishes four permanent standing committees:

- Policy/Services Committee
- Legislative/Finance Committee
- Park & Recreation Committee
- Council Committee of the Whole

Of these committees, three are comprised entirely of City Council members. General descriptions of committee responsibilities are identified in the ordinance.

In practice:

- The Legislative/Finance Committee has dealt with issues related to ordinances and financial matters.
- The Policy/Services Committee has addressed Public Works, Public Safety, and Personnel matters.
- The Council Committee of the Whole, in addition to topics described in the ordinance, has addressed issues which are potentially controversial, may generate a large amount of public input, or where council members from both committees have expressed an interest in discussing the topic as a Committee of the Whole.

At a recent worksession, the idea of eliminating the Legislative/Finance and Policy/Services Committees was discussed. If this change were made, a Council Committee of the Whole meeting would be held at 6:00 pm on the first and third Monday of each month. This would permit all council members to participate in discussion of all items placed before the Council at the committee level.

This item has been placed on the agenda to allow Council members to discuss changing the current structure of permanent standing committees. A copy of the relevant ordinance sections is attached.

(c) Where prepayment has been demanded by the record custodian, no record shall be made available to the requester until such prepayment has been made.
(Code 2003)

1-615. PAYMENT. All fees charged under this article shall be paid to the custodian of the records inspected and/or copied unless the requester has established an account, for purposes of billing and payment, with the city. (Code 2003)

ARTICLE 7. INVESTMENT OF IDLE FUNDS

1-701. AUTHORITY TO INVEST. (a) Public moneys or funds of the city which are not immediately required for the purposes for which the moneys were collected or received, and the investment of which is not subject to or regulated by other Kansas General Laws, may be invested in all investments prescribed by K.S.A. 12-1675 and amendments thereto.

(b) The governing body shall, from time to time, adopt policies that will describe which investments may be purchased with temporarily idle funds of the city; provided, however, that no policy shall allow an investment that is contrary to the provisions of K.S.A. 12-1675 and amendments thereto or any other Kansas state statute.

(Ord. 1891, Sec. 2)

1-702. INCOME FROM INVESTMENTS. The interest and other earnings from investments made pursuant to this chapter shall be credited to the general fund of the city and shall be used, insofar as possible, to relieve the ad valorem tax levies of the city. A complete and detailed record of all investments made pursuant to this chapter shall be maintained at all times. The provisions of this section shall not apply where the credit and allocation is prohibited by state or federal statutes or law; provided, however, all interest earned from the investment of the solid waste management fund at the city shall be returned to the fund to reduce any special assessments to participants who receive solid waste collection service from the city. (Ord. 1891, Sec. 3)

ARTICLE 8. COMMITTEES

1-801. GOVERNING BODY; PERMANENT STANDING COMMITTEES; ESTABLISHED. The following committees are established as permanent standing bodies to the governing body:

- (a) Policy/Services Committee;
 - (b) Legislative/Finance Committee;
 - (c) Park and Recreation Committee;
 - (d) Council Committee of the Whole.
- (Code 1973, 2.40.010; Ord. 1875, Sec. 1)

1-802. COMPENSATION. No member of either a standing committee or a primary subcommittee shall receive compensation for serving on a committee unless

compensation is approved by an ordinance of the governing body. (Code 1973, 2.50.010)

1-803.

POLICY/SERVICES COMMITTEE; MEMBERSHIP, DUTIES AND MEETINGS.

(a) The policy/services committee shall consist of six members of the city council appointed by the mayor for a one-year term. The mayor shall designate two members of the committee to serve as co-chairperson. In addition, the membership shall include the mayor as ex-officio member.

(b) The policy/services committee shall meet once each month at a regularly scheduled time and place which will be posted in the municipal building. The policy/services committee may also meet at such times and places as shall from time to time be designated by the governing body and/or the chairperson of the committee.

(c) The policy/services committee shall make recommendations to the governing body on matters pertaining to: construction projects if the project has been included in the capital expenditure plan, public safety, petitions for new services, council policies, personnel policies, changes to city services or new services. The policy/services committee shall also serve as the final appeal board on employee grievances.

(Code 1973, 2.40.020; Ord. 1875, Sec. 1)

1-804.

LEGISLATIVE/FINANCE COMMITTEE; MEMBERSHIP DUTIES AND MEETINGS.

(a) The legislative/finance committee shall consist of six members of the city council appointed by the mayor for a one-year term. The mayor shall designate two members of the committee to serve as co-chairperson and, in addition, the membership shall include the mayor as ex-officio member.

(b) The legislative/finance committee shall meet once each month at a regularly scheduled time and place which will be posted in the municipal building. The legislative/finance committee may also meet at such times and places as shall from time to time be designated by the governing body and/or the chairperson of the committee.

(c) The legislative/finance committee shall make recommendations to the governing body on matters pertaining to: proposed legislation, city codes, ordinance changes, regulation of franchise agreements, zoning and land use planning, interlocal agreements, service agreements, grants, assistance programs, wage/salary ordinance, employee benefit programs, financial planning, investment of city funds and audits of city records.

(Code 1973, 2.40.030; Ord. 1875, Sec. 1)

1-805.

PARK AND RECREATION COMMITTEE; MEMBERSHIP, DUTIES AND MEETINGS.

(a) The park and recreation committee shall consist of 12 members. The mayor shall appoint one member of the council to serve as chairperson and one to serve as vice-chairperson of the park and recreation committee for the period of one year. In addition, the committee will include a member from each ward in the city, two members from the city at large, and one member each representing the swimming pool and tennis programs, who shall be appointed by the governing body to serve a three year term. Committee vacancies shall be filled by appointment of the mayor and council for the balance

of the unexpired term. Members of the committee shall serve without compensation.

(b) The park and recreation committee shall meet once each month at a regularly scheduled time and place which will be posted in the municipal building. The park and recreation committee may also meet at such times and places as shall from time to time be designated by the governing body and/or the chairperson of the committee.

(c) The park and recreation committee shall recommend policies and guidelines to the governing body on matters pertaining to: recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short and long-range plans for city parks, operations and activities related to the park system.

(Code 1973, 2.40.040; Ord. 1875, Sec. 1)

1-806.

COUNCIL COMMITTEE OF THE WHOLE; MEMBERSHIP, DUTIES AND MEETINGS. (a) The council committee of the whole shall consist of 12 members of the city council. The council president shall serve as chairman of the council committee of the whole.

(b) The council committee of the whole shall meet once each month at a regularly scheduled time and place which will be posted in the municipal building. The council committee of the whole may also meet at such times as shall from time to time be designated by the governing body and/or the chairperson of the committee.

(c) The council committee of the whole shall make recommendations to the governing body on matters pertaining to: issues where a public hearing is necessary to solicit citizen's input on an issue, long-range planning, the city's budget, capital expenditure plan, policy issues of a major impact and items that need to be expedited.

(Code 1973, 2.40.050; Ord. 1875, Sec. 1)

1-807.

POLICE CIVIL SERVICE COMMISSION; ESTABLISHED. The police civil service commission is established as a permanent standing public body of the governing body. (Code 1973, 2.44.010)

1-808.

SAME; MEMBERSHIP, DUTIES AND MEETINGS. (a) The police civil service commission shall be composed of five members appointed by the governing body. One appointed member shall serve as chairperson and shall be designated by the mayor. Each member of the commission shall be appointed for a term of three years which terms shall begin in January. In the event an appointed member of the commission fails for any reason to complete the term of the appointment, a successor shall be appointed by the mayor, with approval of the council, to fill the vacancy. The appointee shall serve the unexpired portion of the term. Members of the commission need not be residents of the city, but residents will be given preferential consideration.

Members of the commission shall serve without compensation, and none shall hold any other public office of the city.

(b) The police civil service commission shall meet at such times and at such places as may from time to time be designated by the chairperson of the committee.

LEG2005-17 Consider on-line gift card sales

Since the Prairie Village gift card appeared in December, 2004, nearly 700 cards have been sold for a total of over \$21,000. Of this amount, nearly \$13,000 has already been spent at Prairie Village businesses.

The card is currently sold at City Hall, the Prairie Village Merchants Association offices, and the Missouri Bank and US Bank buildings in the Prairie Village Shopping Center. A mail-order form is also available. Since the card has been available for sale, one of the greatest challenges to increasing sales has been the availability and accessibility of sales outlets.

One way to provide additional opportunities for individuals to purchase gift cards is to allow on-line ordering. Using this approach, gift cards could be purchased any time of day or night, and they could be delivered by mail. Providing an on-line sales option would increase the gift card's visibility in the community and provide a convenient way for individuals to purchase gift cards outside normal business hours.

Staff proposes the development of a program to allow on-line purchase of gift cards through the City's web site.

Process

Making, processing, and fulfilling an on-line sale is somewhat complicated. However, because a significant amount of the work occurs electronically, it is fairly efficient.

1. The customer would go to a series of pages on the City's web site where he/she would purchase the gift card. Customers would be able to select between various denominations of gift cards. Items would then be placed in an on-line "shopping cart".
2. When the consumer is ready to make the purchase, he/she would provide the appropriate customer, shipping, and payment information, including a credit card number. (Visa or Mastercard)
3. After the order has been placed, the City would receive a notice that an on-line purchase had been made. Upon receiving this notification, a member of the City Clerk's staff would process the transaction, activate the gift card using the CardPoint software currently installed at City Hall, and send the card to the shipping address provided by the customer. If the Council wishes to establish one, the City could charge a shipping and handling fee.
4. Funds for the purchase would be placed in the City's gift card account, which Store Financial would access in the same manner they currently do for sales that occur over the counter at City Hall.

Costs

There are two types of costs involved with allowing on-line sales of the gift cards:

Start-up costs involve the creation and design of web pages for the on-line shopping cart, training for City staff, and the purchase of software for on-line sales and security certificates necessary to secure on-line credit-card transactions. Start up costs (2005 costs) would range from \$3,000 -- \$3,575.

Recurring costs deal with subscriptions to services necessary to conduct secure on-line sales. These are items such as security certificate renewals, merchant identification number maintenance fees, etc. Recurring costs would range from \$400 -- \$1,060.

The primary reason for the difference in both start-up and recurring costs is due to whether or not the City wants to perform on-line verification of customers' credit card information. On-line verification makes the payment process more efficient, but is not necessary. Staff recommends implementing the program without conducting on-line credit card verification. However, this issue should be revisited if sales volume increases significantly.

Funding for this project is available in the 2005 Administrative Services Budget.

ON-LINE GIFT CARD SALES COSTS

Description	Monthly	Annual	Total	Notes / Comments
Site site design & e-commerce software			\$3,000	
On-line merchant ID	\$30	\$360	\$360	Required for on-line card verific
Authorize.net Gateway set-up			\$300	Required for on-line card verific
Authorize.net subscription	\$25	\$300	\$300	Required for on-line card verific
SSL Certificate renewal		\$400	\$400	Provides secure site for sales
2005 costs with on-line card verification			\$3,575	
Recurring Costs with on-line card verification			\$1,060	
2005 costs w/o on-line card verification			\$3,000	
Recurring Costs w/o on line card verification			\$400	

Recommendation

Recommend the City Council approve the development of a program to allow on-line sales of the Prairie Village Gift Card at a cost of \$3,000 with funds from the 2005 Administrative Services budget.

Council Action Required

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Tuesday, July 5, 2005
7:30 p.m.**

I. CALL TO ORDER

II. ROLL CALL

III. PRESENTATION

Presentation of 2004 Audit - Jamie Shell

IV. PUBLIC PARTICIPATION

V. CONSENT AGENDA

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

By Staff:

1. Approve Regular Council Meeting Minutes – June 20, 2005
2. Approve Claims Ordinances #2613 through #2616
3. Approve establishment of a special assessment in the amount of \$147.60/year for each property participating in the City's Solid Waste Management Program.

By Committee:

4. Approve the proposal for compensation and benefits consulting services with #7 under the scope of work to be changed from 90 days to 180 days and authorize the distribution of the request for proposal. (Council Committee of the Whole Minutes – June 20, 2005)
5. Approve ceasing the production of Claims Ordinances for Council approval prior to distribution of a monthly listing of all disbursements to be included in the first Council packet of the month. (Council Committee of the Whole Minutes – June 20, 2005)

VI. COMMITTEE REPORTS

Council Committee of the Whole – Kay Wolf

POL2004-08 Consider Project 190841: Mission Road – 71st Street to 75th Street

POL2004-09 Consider Project 190848: Mission Road – Somerset Drive to 83rd Street

POL2004-10 Consider Project 190847: 2005 Paving Program

POL2005-04 Consider Project 190853: School Zone Flashing Beacons – Bid Award

COU2005-11 Consider Employee Benefit Program for 2005-2006

VII. OLD BUSINESS

VIII. NEW BUSINESS

IX. ANNOUNCEMENTS

X. 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 381-6464, Extension 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

COMPREHENSIVE ANNUAL FINANCIAL REPORT

CITY OF PRAIRIE VILLAGE, KANSAS

**Year Ended
December 31, 2004**

Prepared by the Finance and Administration Department

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CITY OF PRAIRIE VILLAGE, KANSAS
 Comprehensive Annual Financial Report
 Year ended December 31, 2004

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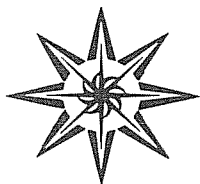
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THE CITY OF PRAIRIE VILLAGE *Star of Kansas*

May 18, 2005

To the Residents of the City of Prairie Village:

We are pleased to submit the comprehensive annual financial report (CAFR) of the City of Prairie Village, Kansas (City) for the year ended December 31, 2004. We believe this report presents comprehensive financial information about the City's activities during 2004. The report complies in all material respects with standards promulgated by the Governmental Accounting Standards Board. Responsibility for both the accuracy of the data and completeness and fairness of presentation rests with the City. We believe the data, as presented is accurate in all material respects and is presented in a manner designed to fairly set forth the financial position and results of operations of the City as measured by the financial activity of its various funds. In addition, we believe all disclosures necessary to enable the reader to gain an understanding of the City's financial activity have been included.

Officials of the City are responsible for establishing and maintaining an internal control structure designed to earn the public's confidence and trust. The procedures established in the City ensure that the assets of the City are protected from loss, theft, or misuse, and that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. As demonstrated by the statement and schedules included in the Financial Section of this report, the City continues meeting its responsibility for sound management.

This report was reformatted in 2003 to comply with the new financial reporting model developed by the Governmental Accounting Standards Board (GASB) Statement 34. The new reporting model completely changed the format of the City's financial statements and was intended to improve financial reporting by adding significant additional information not previously available in local government financial statements.

The report is divided into three sections:

- The *Introductory Section* contains a list of principal City officials, an organizational chart for the City, and a table of contents.
- The *Financial Section* contains the report of Lowenthal, Singleton, Webb & Wilson, independent auditors, Management's Discussion and Analysis (MD&A), as well as the basic financial statements. The MD&A is intended to provide a narrative introduction, overview and analysis to accompany the basic financial statements, and can be found beginning on page 2.
- The *Statistical Section* contains a number of statistical tables that present various financial, economic, social, and demographic data about the City for the last ten years.

Profile of the Government

The City of Prairie Village was originally the vision of the late J.C. Nichols. After successfully developing the Country Club Plaza area in Kansas City, Missouri, Mr. Nichols turned his company direction and development toward his native Johnson County just a few miles from the Plaza. He had visions of transforming the rolling hills into a well-planned community of beautiful homes and neighborhood shopping centers. Construction in Prairie Village started in 1941 and Mr. Nichols' dream became reality in 1949 when the City was named the best-planned community in America by the National Association of Home Builders.

The State of Kansas officially recognized Prairie Village as a city in 1951 with a total population of 1,360 and land area of one-half mile. By 1957, it had become a city of the first class. Now, it is one of 22 cities in Johnson County and has the fifth largest population. It is completely surrounded by other cities, sharing its eastern border, State Line Road, with Kansas City, Missouri. The City has a residential population of approximately 22,000 within its 6.7 square mile city limits.

The City operates under the Mayor-Council form of government with an appointed professional City Administrator. The City is divided into six wards with two councilpersons elected from each ward to serve staggered four-year terms. The Mayor is elected by the City at large for a four-year term. The City Administrator has responsibility for administration of all City programs and departments in accordance with policies and the annual budget adopted by the Council.

City government provides a wide range of services including: police protection and safety programs; construction and maintenance of streets, storm drainage and infrastructure; summer recreational activities and year-round cultural events; residential waste collection, recycling and composting services; and other general services for residents. Fire and health services are provided by the County; utilities are a service provided by the private sector.

The financial reporting entity includes all the funds of the City as legally defined. Component units are legally separate entities for which the primary government is financially accountable. The City has no component units.

In addition to general City activities, the governing body exercises or has the ability to exercise oversight of the revised Prairie Village Police Pension Plan Fund and the Supplemental Retirement Plan Fund; therefore, these activities are included in the report.

Factors Affecting Financial Condition

Local economy. The City is located in the Kansas City metropolitan area and is considered one of the most desirable suburban communities in the region. The City is conveniently located between the Kansas City, Missouri business/industrial center and the southern Johnson County business districts. The area has experienced steady economic growth during the past two decades, resisting the effects of the cyclical declines in the national economy over the last ten years.

Although the City is fully-developed and land-locked, the value of tangible property in Prairie Village has increased considerably over the past ten years. During the same timeframe, Johnson County as a whole has experienced substantial growth in the commercial sector of the economy, with retail and office complexes providing the strongest growth. The area has generally maintained a long period of low unemployment, which is reflected by, and results in, a continuation of the stable economic condition of the entire region.

Based on current projections, the City will continue to be a desired location for those who work in the metropolitan area. As property values continue to increase and the City's housing stock ages, changes in the neighborhood are inevitable. The City is committed to a program for maintenance of the community and future redevelopment, which will contribute to the quality of life for all of the City's residents.

Major initiatives. As a part of the preparation for the 2004 annual budget, the following priorities were established and achieved by the City Council:

- ❖ Continue public service levels
- ❖ Maintain effective Police protection, education and information
- ❖ The maintenance of City-owned property
- ❖ The maintenance of the City's infrastructure improvement budget at a minimum annual amount of \$3 million
- ❖ Improvement and maintenance of other property in the City
- ❖ Park development and recreation programs
- ❖ Planning and redevelopment that improves the community
- ❖ Maintain a sense of place and sense of community
- ❖ Effective communication with residents and business owners
- ❖ Community events
- ❖ Maintain the financial strength of the City
- ❖ Ensure a strong economy for the City
- ❖ Continue a conservative approach to budgeting
- ❖ Maintain a fund balance of at least 18% of revenue

Prairie Village is a desirable community in which to live because of its location, the quality of infrastructure and housing maintenance, the school system, and its sense of community, which pervades the services provided to residents. This milieu has created a gradual change, which significantly increased property values and is transforming the landlocked, fully developed, and aging City into a community which continues to experience improvement and redevelopment of residential and commercial property.

Budgetary controls. Members of the City's governing body are involved not only in the development of programs and program costs during preparation of the annual budget, they continue through the year to monitor financial condition and program costs by regular review and discussion of quarterly reports. The governing body routinely reviews budgetary controls established to ensure compliance with legal provisions embodied in the annual appropriated budget. Activities of the General Fund, Special Revenue Funds, and Debt Service Fund are included in the annual appropriated budget. The City Administrator is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council. This constitutes the City's level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount). The City also maintains an encumbrance accounting system as a method for accomplishing budgetary control.

Cash management. Cash temporarily idle during the year was invested in demand deposits, certificates of deposit, and obligations of the U.S. Treasury and the State of Kansas Municipal Investment Pool.

The City's investment policy is to minimize credit and market risks while maintaining a competitive yield on invested funds. Accordingly, deposits are either insured by Federal depository insurance or fully collateralized.

The Pension Trust Funds' investment portfolios are recommended by the Board of Trustees for the plans in conformance with an investment policy adopted by the City Council.

Risk Management. The City's Risk Management Plan is recommended and monitored by a volunteer committee of professionals in the insurance industry. The plan is implemented by City staff. Members of the committee evaluate potential liabilities which the City could incur. These risks are covered by a plan which includes the purchase of insurance with relatively high deductible levels supported by a City insurance reserve account sufficient to finance a loss.

City staff regularly conducts safety programs developed to be both job specific and general in content. Police personnel have trained in "high liability" procedures on an annual basis to learn new techniques and as a "refresher". Recreation personnel, specifically lifeguards, are tested on their skills every year before they begin work for the season. They also have in-service training throughout the season.

Pension benefits. The City sponsors a single-employer defined benefit pension plan for its commissioned police officers. Each year, an independent actuary calculates the amount of the annual contribution that the City must make to the plan to ensure that the plan will be able to fully meet its obligations to retired employees on a timely basis. As a matter of policy, the City fully funds each year's annual required contribution to the pension plan as determined by the actuary. As a result, the City plan is fully funded the present value of projected benefits earned by employees.

The City also sponsors a single-employer defined contribution plan for its non-commissioned employees. The City contributes 5% of each employee's salary, up to \$2,500, to the plan. The City has no obligation regarding future benefit amounts of this plan.

Additional information regarding both pension plans can be found in Note V. in the notes to the financial statements.

Other Information

Independent audit. Provisions of Kansas State Statutes require the City's financial records to be audited by an independent certified public accountant each year. The firm of Lowenthal, Singleton, Webb & Wilson, selected by the City Council, was approved to perform this audit. The audit was conducted in such a manner as to enable the auditors to form an opinion on the basic financial statements taken as a whole. The report of the auditors has been included as part of this report, located on page 1.

Awards and acknowledgements. The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its CAFR for the fiscal year ended December 31, 2003. This was the eighteenth consecutive year the government received this prestigious award. In order to be awarded a Certificate of Achievement, the government must publish an easily readable and efficiently organized CAFR. This report satisfied both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Award for Distinguished Budget Presentation for its annual appropriated budget for the fiscal year beginning January 1, 2004. This is the sixteenth year the City has received this prestigious award. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient in several categories including policy documentation, financial planning, and organizational guidance.

The preparation of the CAFR on a timely basis was made possible by the dedicated service of City staff. Those individuals who contributed to the preparation of this report have our sincere appreciation for their efforts.

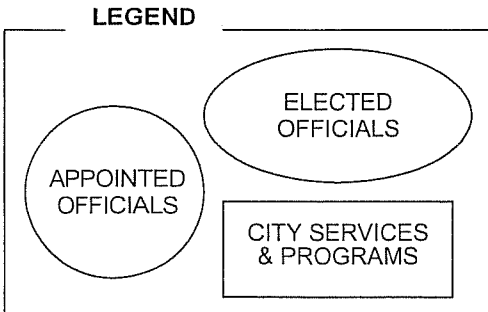
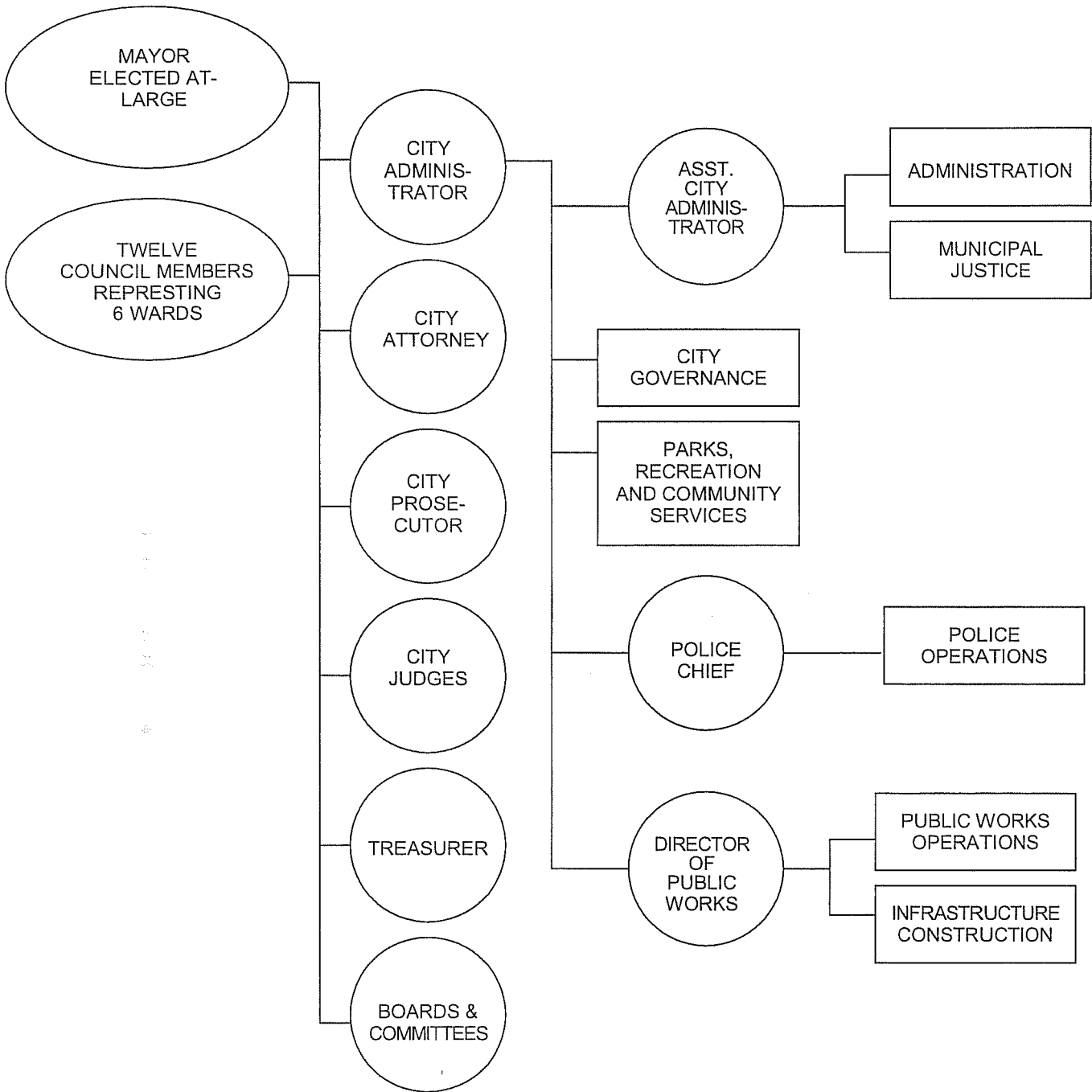
Although City staff accomplished the preparation and documentation of this report, it is the leadership and support of the governing body that provides the policy direction and financial integrity on which the report is based.

Respectfully submitted,

Jamie T. Shell
Finance Director

CITY OF PRAIRIE VILLAGE, KANSAS

ORGANIZATIONAL OVERVIEW



CITY OF PRAIRIE VILLAGE, KANSAS

PRINCIPAL OFFICIALS - 2004

Elected Officials

Mayor	
Council Member - Ward 1	Al Herrera
Council Member - Ward 1	Bill Griffith
Council Member - Ward 2	Steve Noll
Council Member - Ward 2	Ruth Hopkins
Council Member - Ward 3	Greg Colston
Council Member - Ward 3	Andrew Wang
Council Member - Ward 4	Laura Wassmer
Council Member - Ward 4	Pat Daniels
Council Member - Ward 5	Kay Wolf
Council Member - Ward 5	Jeff Anthony
Council Member - Ward 6	David Belz
Council Member - Ward 6	Diana Ewy-Sharp

Appointed Officials

City Administrator	Barbara Vernon
Assistant City Administrator	Douglas Luther
Chief of Police	Charles Grover
Director of Public Works	Robert S. Pryzby
City Clerk	Joyce Hagen-Mundy
City Attorney	Charles Wetzler
Assistant City Attorney	Stephen Horner
Municipal Judge	Thomas Hamill
Municipal Judge	Mary Virginia Clarke
City Treasurer	Fielding Norton, Jr.

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Prairie Village,
Kansas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
December 31, 2003

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



Nancy L. Zjelle

President

Jeffrey R. Emer

Executive Director

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LOWENTHAL SINGLETON WEBB & WILSON
P R O F E S S I O N A L A S S O C I A T I O N

CERTIFIED PUBLIC ACCOUNTANTS

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Lawrence, Kansas 66044-2868
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Audrey M. Odermann, CPA

Paul M. Borchardt, CPA
Abram M. Chrislip, CPA
Grant A. Huddin, CPA
Leanne E. Miller, CPA

Members of American Institute
and Kansas Society of
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON THE BASIC FINANCIAL STATEMENTS

Mayor and City Council
City of Prairie Village, Kansas

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Prairie Village, Kansas, as of and for the year ended December 31, 2004, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City's management. Our responsibility is to express an opinion on these financial statements based on our audit. The basic financial statements as of and for the year ended December 31, 2003, were audited by other auditors whose report dated July 25, 2004, expressed an unqualified opinion on those statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the "Kansas Municipal Audit Guide". Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Prairie Village, Kansas, at December 31, 2004, and the respective changes in financial position and cash flows, where applicable, thereof and the respective budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis on pages 2 through 6 are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was made for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, and statistical tables as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual nonmajor fund financial statements have been subjected to the auditing procedures applied in our audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole. We did not audit the data included in the introductory and statistical sections of this report and therefore, we express no opinion thereon.

Lowenthal, Singleton, Webb & Wilson

Professional Association

May 18, 2005

CITY OF PRAIRIE VILLAGE, KANSAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the year Ended December 31, 2004
(Unaudited)

This section of the report contains an overview and analysis of the City of Prairie Village's financial statements for the fiscal year ended December 31, 2004. It should be read in conjunction with the letter of transmittal on page i and the City's financial statements, which begin on page 7.

Financial Highlights

- As a result of the fiscal year's activity, the City's net assets increased by over \$2.1 million
- The City's retroactive reporting of infrastructure assets also increased net assets by \$25.5 million, for a cumulative increase of \$27.6 million
- Higher than expected use taxes and municipal fine revenues coupled with lower than budgeted expenditures increased fund balance in the General Fund by over \$1.5 million
- The City continued receiving its legally-required share of the Johnson County ¼ cent sales tax benefiting school districts in the County, which totaled \$493,000

The Basic Financial Statements

This annual report consists of a series of financial statements. The basic financial statements include the government-wide financial statements and the fund financial statements. The notes to the financial statements follow the statements and are essential for the reader's understanding of the financial statements. The remaining statements provide other supplementary information for the reader.

Government-wide financial statements. The government-wide financial statements have been prepared using the accrual basis of accounting. The focus of these statements is the City's long-term financial picture. All of the fiscal year's revenues and expenses have been reported, regardless of when cash is received or disbursed.

The *Statement of Net Assets* reports all of the City's assets and liabilities. Net assets, which are the difference between those assets and liabilities, are an important measure of the City's overall financial health. Changes in net assets over time help the reader determine whether the City's financial health is improving or deteriorating. It should be noted that general infrastructure assets related to the City's sidewalk and drainage channel networks which were acquired prior to January 1, 2003 were not reported in the basic financial statements. Retroactive reporting on these infrastructure assets will occur by the year ending December 31, 2007.

The *Statement of Activities* explains how revenues and expenses of the City affected net assets during the fiscal year. A unique feature of this statement is how it reports the revenues and expenses of specific programs, and how much of those programs were supported by general revenues such as taxes.

In preparing the government-wide financial statements, management has considered all separate legal entities in which the city could be considered financially accountable for. There are no component units which the City is considered to be financially accountable.

Fund financial statements. A fund is a separate entity with a set of self-balancing accounts for the purpose of carrying on specific activities or attaining certain objectives in accordance with regulations, restrictions or limitations. The fund financial statements provide information about the most significant funds, not the City as a whole. The City uses two types of funds to manage its resources: *governmental funds* and *fiduciary funds*.

Governmental funds. All of the City's basic services are reported in governmental funds, which are prepared using the modified accrual basis of accounting. Under the modified basis, revenues are recognized when they become measurable and available, while expenditures are recognized when the related liability is incurred. An exception to this is long-term debt and similar items, which are recorded when due. The focus of these reports is on the short-term financial resources available to the specific function rather than the City as a whole. The reconciliation at the end of the fund financial statements details the relationship between the two types of financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the year Ended December 31, 2004
(Unaudited)

Fiduciary funds. Resources held by the City for the benefit of a third party are reported in fiduciary funds. Although these resources are not available for operations, and therefore not presented in the government-wide financial statements, the City is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

Notes to the financial statements. The notes to the financial statements are an integral part of the basic financial statements, containing valuable information necessary for gaining a better understanding of the City's financial statements.

Other information. In addition to the basic financial statements and notes described above, required supplementary information regarding the City's funding of its Police Pension Plan has been included to give the reader further insight into the City's pension plan results. The Statistical Section provides statistical data about the City.

Analysis of the Government-wide Financial Statements

Net assets. The City's combined net assets increased by \$27.6 million or 106.5% from 2003 to 2004. The majority of that increase was a result of the retroactive reporting of \$25.5 million of infrastructure assets. As a result of operations, the City's net assets increased \$2.1 million or 8.2% from 2003.

The combined net assets of the City as December 31, 2004 were:

	<u>2003</u>	<u>2004</u>	<u>Percentage Change</u>
Current and other assets	\$ 13,598,932	\$ 14,936,660	9.80%
Capital assets	21,939,912	48,029,626	118.90%
Total assets	<u>\$ 35,538,844</u>	<u>\$ 62,966,286</u>	125.00%
Long-term liabilities	\$ 3,385,000	\$ 2,985,000	-11.80%
Other liabilities	6,189,746	6,359,660	2.70%
Total liabilities	<u>9,574,746</u>	<u>9,344,660</u>	-2.40%
Net assets:			
Invested in capital assets, net of related debt	18,554,912	45,044,626	142.80%
Restricted	87,141	128,990	48.00%
Unrestricted	<u>7,322,045</u>	<u>8,448,010</u>	15.40%
Total net assets	<u>25,964,098</u>	<u>53,621,626</u>	106.50%
Total liabilities and net assets	<u>\$ 35,538,844</u>	<u>\$ 62,966,286</u>	77.20%

As indicated above, the \$45 million or 84% of the City's net assets are invested in capital assets such as streets, curbs and drainage systems.

Statement of Activities. Overall, total revenues increased by 7.2% from \$16.1 in 2003 to \$17.2 million in 2004. Tax source revenues such as: property; sales/use; and franchise fees, account for \$11.4 million or 66% of 2004 revenue.

The most significant change in City revenues was the 10.6% increase in sales and use tax revenues. The increase in use tax revenues was due to the State Legislature's expanded distribution of use tax revenues received by municipalities as a benefit from streamlined sales taxes and the collection and remittance of taxes from Internet sales. Prior to the Legislature's action, local use taxes only applied to vehicle sales.

CITY OF PRAIRIE VILLAGE, KANSAS
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 For the year Ended December 31, 2004
 (Unaudited)

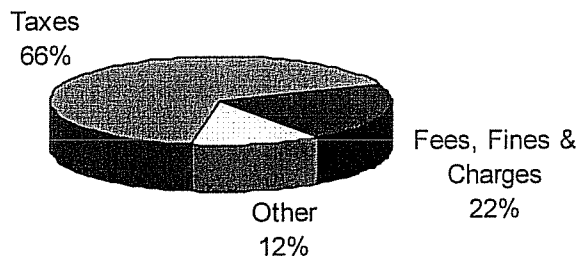
Total expenses for 2004 increased 26.6%, due to the 87.4% increase in Public works and environmental improvement expenses primarily related to the additional depreciation expense from the retroactive addition of infrastructure assets.

Expenses incurred for leisure, recreation and education were also down over 25.5% due to repair costs to the City swimming pool incurred in 2003, as well as a cooler than expected summer which reduced operating revenues and expenses.

	<u>2003</u>	<u>2004</u>	<u>Percentage Change</u>
REVENUES			
Program revenues:			
Fines, fees and charges for services	\$ 3,655,104	\$ 3,752,594	2.70%
Operating grants and contributions	11,338	3,355	-70.40%
Capital grants and contributions	390,246	745,288	91.00%
General revenues:			
Property taxes	3,925,526	4,027,484	2.60%
Sales and use taxes	4,735,080	5,237,058	10.60%
Other taxes	2,117,344	2,127,810	0.50%
Other revenues	<u>1,247,892</u>	<u>1,354,716</u>	8.60%
Total revenues	<u>16,082,530</u>	<u>17,248,305</u>	7.20%
EXPENSES			
Urban management and planning	2,660,559	2,843,833	6.90%
Public works and environmental improvements	3,597,853	6,743,408	87.40%
Public safety	4,172,054	4,293,500	2.90%
Municipal justice	240,887	260,073	8.00%
Leisure, recreation and education	1,096,950	817,561	-25.50%
Interest on long-term debt	<u>165,211</u>	<u>148,189</u>	-10.30%
Total expenses	<u>11,933,514</u>	<u>15,106,564</u>	26.60%
Increase/(decrease) in net assets	4,149,016	2,141,742	-48.40%
Retroactive addition of infrastructure assets	-	25,515,786	100.00%
Net assets, January 1	<u>21,815,082</u>	<u>25,964,098</u>	19.00%
Net assets, December 31	<u>\$ 25,964,098</u>	<u>\$ 53,621,626</u>	106.50%

As illustrated by the following graphs, 66% of the City's revenues are tax-related. Another 22% are directly related to the City's solid waste management assessments and public safety agreement with the City of Mission Hills.

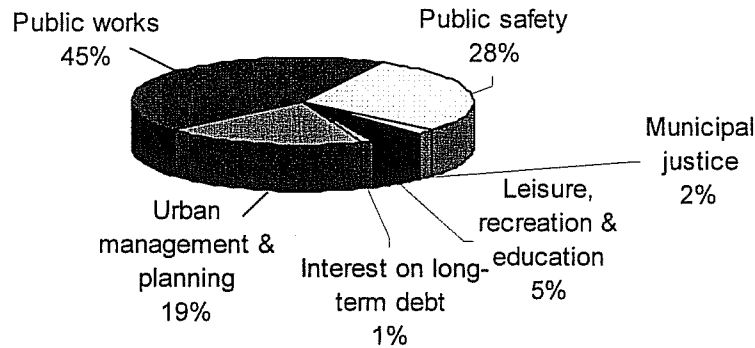
Sources of Revenue - 2004



CITY OF PRAIRIE VILLAGE, KANSAS
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 For the year Ended December 31, 2004
 (Unaudited)

The second graph illustrates that public works expenses, which include the depreciation of City infrastructure assets, comprise the largest use of resources.

Expenses by Function - 2004



As presented below, the additional depreciation expense recognized in the Public works function and related to the retroactive reporting of infrastructure assets caused a dramatic increase in both total expenses, as well as each program's net cost (total cost less fees generated by the activity). The net cost of each program is an important indicator of the financial burden placed on revenues, primarily tax sources.

Governmental	Total Cost of Services			Net Cost of Services		
	2003	2004	% Chg	2003	2004	% Chg
Urban management & planning	\$ 2,660,559	\$ 2,843,833	6.9%	\$ 1,163,968	\$ 1,291,952	11.0%
Public works	3,597,853	6,743,408	87.4%	3,147,467	5,939,878	88.7%
Public safety	4,172,054	4,293,500	2.9%	2,546,593	2,575,326	1.1%
Municipal justice	240,887	260,073	8.0%	192,069	213,151	11.0%
Leisure, recreation & education	1,096,950	817,561	-25.5%	661,518	436,832	-34.0%
Interest on long-term debt	165,211	148,189	-10.3%	165,211	148,189	-10.3%
Total governmental activities	\$ 11,933,514	\$ 15,106,564	26.6%	\$ 7,876,826	\$ 10,605,327	34.6%

Additional information about program and general revenues may be found on the Statement of Activities located on page 8.

Analysis of the Fund Financial Statements

General Fund. Overall, the City's General Fund experienced a 25.1% or \$1.6 million increase in fund balance. The reason for the significant change was directly related to better than expected revenues and expenditures (\$1.5 million), as well as the establishment of an asset to record prepaid insurance premiums (\$100,000).

Total *revenues* for 2004 were \$1.5 million more than originally budgeted, largely a result of the City's recognition of a Johnson County sales tax benefiting school districts. By State Statute, cities within the County receive a share of the amount of tax collected by the County. In 2004, the City recognized \$492,877 of revenue from the County sales tax. As previously discussed, use tax revenues (excluding use taxes from the Johnson County sales tax) also finished the year \$482,628 or 134% higher than originally budgeted.

CITY OF PRAIRIE VILLAGE, KANSAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the year Ended December 31, 2004
(Unaudited)

Capital Projects Fund. The City's Capital Projects Fund accounts for major infrastructure improvement project expenditures. Funding for these projects comes from interfund transfers from the City's: General Fund; Special City Street & Highway Fund; and Special Parks and Recreation Fund. The City also receives intergovernmental grants from Johnson County for street and drainage improvements.

The Capital Projects Fund finished 2004 with an ending fund balance of \$1.3 million which remains in the fund for unfinished or future capital improvement projects.

Capital Assets and Long-Term Debt Activity

Capital assets. As presented below, the total amount invested in capital assets (net of accumulated depreciation) by the City at December 31, 2004 was \$48 million. As a result of the retroactive addition of previously unrecorded infrastructure assets owned/maintained by the City (\$25.5 million), as well as current year additions of \$777,635, the \$48 million represents a \$26.1 million increase from 2003. Excluding the retroactive addition of infrastructure assets, capital assets increased 2.6% from 2003.

NETWORK	<u>2003</u>	<u>2004</u>	<u>% Chg</u>
Land	\$ 13,861,866	\$ 13,861,866	0.00%
Buildings	4,490,941	4,337,068	-3.40%
Improvements other than buildings	296,547	384,900	29.80%
Furniture and equipment	1,282,757	1,144,418	-10.80%
Infrastructure	1,009,865	23,771,989	2254.00%
Construction in progress	997,934	4,529,385	353.90%
Total	<u>\$ 21,939,910</u>	<u>\$ 48,029,626</u>	118.90%

As previously stated, general infrastructure assets related to the City's sidewalk and drainage channel networks which were acquired prior to January 1, 2003 were not reported in the basic financial statements.

Additional information regarding the City's capital assets can be found in Note I, Item C, Section 4, as well as Note IV, Item C.

Long-term debt activity. As of December 31, 2004, the City had \$2,985,000 of outstanding general obligation bonds. Of the balance outstanding, 73% or \$2,165,000 will be paid off within the next five years, with the remainder paid off by the year 2014.

For the past 10 years, the City has received a credit rating of Aa1 from Moody's Investor Service, Inc., which represents the second-highest possible rating from Moody's.

Additional information regarding the City's long-term debt activity can be found in Note IV, Item F.

Requests for Information

This report is intended to give the reader a general overview of the City's finances. Questions about information contained in this report or requests for additional information should be directed to the Director of Finance, 7700 Mission Rd, Prairie Village, Kansas 66208.

CITY OF PRAIRIE VILLAGE, KANSAS

STATEMENT OF NET ASSETS

December 31, 2004

Assets

Current assets:

Cash and investments	\$ 8,301,060
Tax receivable (net of uncollectibles)	5,091,842
Interest receivable	95,357
Other receivable	278,671
Due from other governments	962,689
Prepaid expenses	100,628
Restricted cash and investments	<u>106,413</u>
Total current assets	<u>14,936,660</u>

Capital assets:

Capital assets not being depreciated:

Land	13,861,866
Construction in progress	<u>4,529,385</u>
Total capital assets not being depreciated	<u>18,391,251</u>

Capital assets being depreciated	102,889,194
Less: accumulated depreciation	<u>73,250,819</u>
Total capital assets being depreciated [net]	<u>29,638,375</u>

Total capital assets [net]	<u>48,029,626</u>
----------------------------	-------------------

Total assets	<u>\$ 62,966,286</u>
--------------	----------------------

Liabilities

Current liabilities:

Accounts payable	\$ 1,413,729
Accrued payroll	179,130
Payable from restricted assets	106,413
Deferred revenue	4,446,601
Accrued interests on long-term debt	45,673
Current portion of compensated absences	168,114
Current portion of general obligation bonds	<u>415,000</u>
Total current liabilities	<u>6,774,660</u>

Noncurrent liabilities:

General obligations bonds payable	<u>2,570,000</u>
Total noncurrent liabilities	<u>2,570,000</u>

Total liabilities	<u>\$ 9,344,660</u>
-------------------	---------------------

Net Assets

Invested in capital assets, net of related debt	\$ 45,044,626
Restricted	
Debt service	2,508
Solid waste management	42,880
Parks and recreation	41,548
Special alcohol	42,054
Unrestricted	<u>8,448,010</u>

Total net assets	<u>\$ 53,621,626</u>
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The notes to the financial statements are an integral part of this statement.

CITY OF PRAIRIE VILLAGE, KANSAS

STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2004

	Expenses	Program Revenues			Net [expense] Revenue and Changes in Net Assets-govt Activities
		Fees, fines, and charges for services	Operating grants and contributions	Capital grants and contribution	
Governmental activities:					
Urban management and planning	\$ 2,843,833	\$ 1,551,881	\$ -	\$ -	\$ [1,291,952]
Public works	6,743,408	58,243	-	745,288	[5,939,877]
Public safety	4,293,500	1,714,819	3,355	-	[2,575,326]
Municipal justice	260,073	46,922	-	-	[213,151]
Leisure and recreation	817,561	380,729	-	-	[436,832]
Interest on long-term debt	148,189	-	-	-	[148,189]
Total governmental activities	\$ 15,106,564	\$ 3,752,594	\$ 3,355	\$ 745,288	[10,605,327]

General Revenues:

Property taxes levied for	
General purposes	3,408,676
TIF project	113,237
Debt service	505,571
Sales and use tax	5,237,058
Motor vehicle tax	560,644
Franchise tax	1,567,167
Grants and contributions not restricted to specific programs	890,611
Investment earnings	164,161
Miscellaneous	299,944
Total general revenues	12,747,069
Change in net assets	2,141,742
Net assets - beginning	25,964,098
Prior period adjustment	25,515,786
Net assets - beginning, restated	51,479,884
Net assets - ending	\$ 53,621,626

The notes to the financial statements are an integral part of this statement.

CITY OF PRAIRIE VILLAGE, KANSAS

BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2004

	<u>General</u>	<u>Capital Projects</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and investments	\$ 6,485,129	\$ 1,540,703	\$ 275,228	\$ 8,301,060
Receivables				
Taxes	4,619,991	-	471,851	5,091,842
Interest	95,357	-	-	95,357
Miscellaneous	278,671	-	-	278,671
Due from other governments	95,560	650,142	216,988	962,690
Due from other fund	-	216,988	-	216,988
Prepaid expenditures	99,517	-	1,111	100,628
Restricted assets	106,413	-	-	106,413
Total assets	<u>\$ 11,780,638</u>	<u>\$ 2,407,833</u>	<u>\$ 965,178</u>	<u>\$ 15,153,649</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 440,167	\$ 659,835	\$ 98,777	\$ 1,198,779
Accrued payroll	176,232	-	2,898	179,130
Due to other funds	-	-	216,988	216,988
Payable from restricted assets	106,413	-	-	106,413
Deferred revenue	3,692,432	461,773	471,851	4,626,056
Total liabilities	<u>4,415,244</u>	<u>1,121,608</u>	<u>790,514</u>	<u>6,327,366</u>
Fund balance:				
Reserved for encumbrances	372,558	280,342	-	652,900
Unreserved				
Undesignated, reported in:				
General fund	6,992,836	-	-	6,992,836
Special revenue funds	-	-	126,483	126,483
Debt service fund	-	-	48,181	48,181
Capital projects fund	-	1,005,883	-	1,005,883
Total fund balance [deficit]	<u>7,365,394</u>	<u>1,286,225</u>	<u>174,664</u>	<u>8,826,283</u>
Total liabilities and fund balances	<u>\$ 11,780,638</u>	<u>\$ 2,407,833</u>	<u>\$ 965,178</u>	<u>\$ 15,153,649</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PRAIRIE VILLAGE, KANSAS

RECONCILIATION OF THE TOTAL GOVERNMENTAL FUND BALANCES TO
NET ASSETS OF GOVERNMENTAL ACTIVITIES
December 31, 2004

Total Governmental Fund Balances \$ 8,826,283

Amounts reported for governmental activities in the statement of net assets are different because

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:

Land	13,861,866	
Construction in progress	4,529,385	
Infrastructure	92,295,313	
Buildings and improvements	6,766,986	
Vehicles and equipment	<u>3,826,895</u>	
	121,280,445	
Accumulated depreciation	<u>73,250,819</u>	48,029,626

Long-term liabilities, including bonds payable, are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities, both current and long-term, are reported in the statement of net assets as follows:

General obligation bonds payable	2,985,000	
Interest payable	<u>45,673</u>	[3,030,673]

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Street lighting/traffic signal billings		[214,951]
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The City's employee leave balances reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Compensated absences		[168,114]
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Some of the City's revenues will be collected after year end, but are neither measurable or available as current financial resources. Therefore, these revenues are reported as deferred revenue in the funds.

Electric franchise fees		170,431
Charges for services		1,699
Miscellaneous revenues		<u>7,325</u>

Net Assets of Governmental Activities \$ 53,621,626

The notes to the financial statements are an integral part of this statement.

CITY OF PRAIRIE VILLAGE, KANSAS

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2004

	<u>General</u>	<u>Capital Projects</u>	<u>Other Governmental Funds</u>	<u>Total</u>
Revenues				
Taxes	\$ 10,702,344	\$ -	\$ 691,671	\$ 11,394,015
Intergovernmental	72,607	745,288	766,957	1,584,852
Licenses and permits	350,032	-	-	350,032
Charges for services	1,254,508	-	1,224,555	2,479,063
Fines and forfeitures	751,101	-	-	751,101
Recreational fees	380,729	-	-	380,729
Use of money and property	152,949	-	11,211	164,160
Other	284,805	-	-	284,805
Total revenues	<u>13,949,075</u>	<u>745,288</u>	<u>2,694,394</u>	<u>17,388,757</u>
Expenditures				
Current:				
Urban management and planning	1,501,786	-	1,326,722	2,828,508
Public works	3,339,749	-	-	3,339,749
Public safety	4,178,648	-	61,270	4,239,918
Municipal justice	256,843	-	-	256,843
Leisure and recreation	695,588	-	-	695,588
Capital outlay	-	4,278,825	-	4,278,825
Debt service:				
Principal	-	-	400,000	400,000
Interest and other charges	-	-	154,154	154,154
Total expenditures	<u>9,972,614</u>	<u>4,278,825</u>	<u>1,942,146</u>	<u>16,193,585</u>
Excess [deficiency] of revenues over [under] expenditures	<u>3,976,461</u>	<u>[3,533,537]</u>	<u>752,248</u>	<u>1,195,172</u>
Other financing sources [uses]				
Transfers in	-	3,206,952	-	3,206,952
Transfers out	<u>[2,520,500]</u>	<u>-</u>	<u>[686,452]</u>	<u>[3,206,952]</u>
Total other financing sources [uses]	<u>[2,520,500]</u>	<u>3,206,952</u>	<u>[686,452]</u>	<u>-</u>
Net change in fund balances	<u>1,455,961</u>	<u>[326,585]</u>	<u>65,796</u>	<u>1,195,172</u>
Fund balances, beginning	5,809,449	1,612,810	107,742	7,530,001
Prior period adjustment	<u>99,984</u>	<u>-</u>	<u>1,126</u>	<u>101,110</u>
Fund balances, beginning, restated	<u>5,909,433</u>	<u>1,612,810</u>	<u>108,868</u>	<u>7,631,111</u>
Fund balances, ending	<u>\$ 7,365,394</u>	<u>\$ 1,286,225</u>	<u>\$ 174,664</u>	<u>\$ 8,826,283</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PRAIRIE VILLAGE, KANSAS

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES WITH THE GOVERNMENT WIDE STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2004

Total Net Change In Fund Balances - Governmental Funds \$ 1,195,172

Amounts reported for governmental activities in the statement of activities are different because

Capital outlays to purchase or build assets are reported in governmental funds as expenditures. However, for governmental activities those costs are shown in the statement of net assets and allocated over their estimated useful lives as annual depreciation expenses in the statement of activities. This is the amount by which capital outlays exceeds depreciation in the period.

Capital outlays	4,084,943	
Depreciation expense	<u>[3,511,016]</u>	573,927

Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recorded as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. This is the amount by which interest decreased. 5,965

Some street lighting and traffic signals do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. 3,679

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. 7,363

Some expenses will utilize future financial resources and are not considered expenditures in governmental funds. [44,364]

Repayment of bond principal is an expenditure in the governmental funds, but it reduces long-term liabilities in the statement of net assets and does not affect the statement of activities. 400,000

Changes In Net Assets of Governmental Activities \$ 2,141,742

CITY OF PRAIRIE VILLAGE, KANSAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL (NON - GAAP)
GENERAL FUND
For the Year Ended December 31, 2004

	GAAP Basis		Budgetary Basis Actual	Budgeted Amounts		Variance Positive [Negative]
	Actual	Adjustments		Original	Final	
Revenues						
Taxes	\$ 10,702,344	\$ -	\$ 10,702,344	\$ 9,565,972	\$ 9,565,972	\$ 1,136,372
Intergovernmental	72,607	-	72,607	950,000	950,000	[877,393]
Licenses and permits	350,032	-	350,032	332,600	332,600	17,432
Charges for services	1,254,508	-	1,254,508	356,500	356,500	898,008
Fines and forfeitures	751,101	-	751,101	500,000	500,000	251,101
Recreation fees	380,729	-	380,729	460,000	460,000	[79,271]
Interest	152,949	-	152,949	193,200	193,200	[40,251]
Other	284,805	-	284,805	115,000	115,000	169,805
Total revenues	13,949,075	-	13,949,075	12,473,272	12,473,272	1,475,803
Expenditures						
Urban management and planning						
City Governance						
Mayor and council	114,567	-	114,567	93,800	93,800	[20,767]
Management and planning	440,349	174,160	614,509	1,189,643	874,870	260,361
Administrative Services						
Administrative services	154,614	[2,584]	152,030	224,716	224,716	72,686
Financial management	183,060	[13,700]	169,360	179,268	179,268	9,908
Codes administration	285,194	[89]	285,105	303,407	303,407	18,302
City clerk	324,002	5,396	329,398	353,917	353,917	24,519
	<u>1,501,786</u>	<u>163,183</u>	<u>1,664,969</u>	<u>2,344,751</u>	<u>2,029,978</u>	<u>365,009</u>
Public works and improvements						
Administration	819,516	[27,692]	791,824	772,631	772,631	[19,193]
Vehicle and equipment maintenance	331,094	-	331,094	278,492	278,492	[52,602]
Streets and drain	1,503,860	23,546	1,527,406	1,682,242	1,642,242	114,836
Buildings and grounds	685,279	23,470	708,749	755,237	755,237	46,488
	<u>3,339,749</u>	<u>19,324</u>	<u>3,359,073</u>	<u>3,488,602</u>	<u>3,448,602</u>	<u>89,529</u>
Public safety						
Administration	405,077	-	405,077	392,174	395,419	[9,658]
Staff services	767,358	[25,350]	742,008	758,081	768,790	26,782
Community services	144,280	-	144,280	168,891	168,891	24,611
Community policing	54,237	-	54,237	61,723	62,648	8,411
Patrol	2,026,560	41,967	2,068,527	2,112,764	2,142,987	74,460
Investigations	465,970	-	465,970	477,293	484,081	18,111
Special investigations	126,570	-	126,570	142,845	145,051	18,481
DARE	9,215	-	9,215	4,800	4,800	[4,415]
Professional standards	128,261	-	128,261	128,699	130,076	1,815
Off duty contractual	51,120	-	51,120	36,789	36,789	[14,331]
	<u>4,178,648</u>	<u>16,617</u>	<u>4,195,265</u>	<u>4,284,059</u>	<u>4,339,532</u>	<u>144,267</u>
Municipal justice						
Judicial	17,785	-	17,785	18,829	18,829	1,044
Prosecutor	30,505	-	30,505	25,833	25,833	[4,672]
Court clerks	208,553	[850]	207,703	202,469	202,469	[5,234]
	<u>256,843</u>	<u>[850]</u>	<u>255,993</u>	<u>247,131</u>	<u>247,131</u>	<u>[8,862]</u>
Leisure and recreation						
Community programs	134,657	-	134,657	138,196	134,196	[461]
Swimming pool	454,707	[29,648]	425,059	452,678	456,678	31,619
Swimming pool food service	38,718	-	38,718	47,661	47,661	8,943
Tennis	67,506	-	67,506	31,456	31,456	[36,050]
	<u>695,588</u>	<u>[29,648]</u>	<u>665,940</u>	<u>669,991</u>	<u>669,991</u>	<u>4,051</u>
Total expenditures	9,972,614	168,626	10,141,240	11,034,534	10,735,234	593,994
Excess [deficiency] of revenues over [under] expenditures	3,976,461	[168,626]	3,807,835	1,438,738	1,738,038	2,069,797
Other financing sources [uses]						
Transfers out	[2,520,500]	-	[2,520,500]	[2,221,200]	[2,520,500]	-
Total other financing sources [uses]	[2,520,500]	-	[2,520,500]	[2,221,200]	[2,520,500]	-
Net change in fund balance	1,455,961	[168,626]	1,287,335	\$ [782,462]	\$ [782,462]	\$ 2,069,797
Fund balance, beginning	5,809,449	[203,932]	5,605,517			
Prior period adjustment	99,984	-	99,984			
Fund balance, ending	\$ 7,365,394	\$ [372,558]	\$ 6,992,836			

The notes to the financial statements are an integral part of this statement.

CITY OF PRAIRIE VILLAGE, KANSAS
STATEMENT OF FIDUCIARY NET ASSETS
FIDUCIARY FUNDS
December 31, 2004

Assets	
Restricted cash and investments	\$ 9,688,695
Interest receivable	<u>19,505</u>
Total Assets	<u>\$ 9,708,200</u>
Liabilities	
	\$ -
Net assets	
Held in trust for pension benefits	<u>9,708,200</u>
Total net assets	<u>9,708,200</u>
Total liabilities and net assets	<u>\$ 9,708,200</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PRAIRIE VILLAGE, KANSAS
STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
FIDUCIARY FUNDS
For the Year Ended December 31, 2004

Additions:		
Contributions:		
Employer	\$	188,940
Plan members		<u>76,908</u>
Total contributions		<u>265,848</u>
Investment Earnings:		
Interest and dividends on investments		651,224
Non-cash asset changes		36,966
Net increase/decrease in the fair value of investments		<u>36,839</u>
Total investment earnings		<u>725,029</u>
Total additions		<u>990,877</u>
Deductions:		
Benefits		<u>384,255</u>
Changes in net assets		606,622
Net assets - beginning		<u>9,101,578</u>
Net assets - ending	\$	<u><u>9,708,200</u></u>

The notes to the financial statements are an integral part of this statement.

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Prairie Village, Kansas (the City) is located in Johnson County and was incorporated in 1951. The City is a city of the first class and operates under a Mayor-Council form of government, providing services to its approximately 22,000 residents in many areas, including urban management and planning; public works; public safety; municipal justice; and leisure and recreation.

The accompanying basic financial statements of the City have been prepared in conformity with accounting principles generally accepted in the United States of America applicable to local governments. The more significant of the City's accounting policies are described below.

Component Units

In evaluating the City's financial reporting entity, management has considered whether certain organizations for which the primary government is financially accountable should be reported as component units based on the nature and significance of their relationship with the primary government. Generally, this requires reporting, as a component unit, an organization that raises and holds economic resources for the direct benefit of a governmental unit. Based on these criteria, there are no entities for which the City is considered to be financially accountable and, as such, no component units were reported in the basic financial statements.

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information about the City as a whole, except for fiduciary activities. For the most part, the effect of interfund activity has been removed from these statements. The statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the economic resources measurement focus, all economic resources and obligations of the reporting government are reported in the government-wide financial statements. Basis of accounting refers to when revenues and expenses are recognized and reported in the financial statements. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Under Kansas State Statutes, property taxes levied during any year are considered revenues to be used to finance the budget of the ensuing year. Therefore, property taxes levied during the current year are reported as deferred revenue on the statement of net assets.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included in among program revenues are reported instead as general revenues.

Program revenues reported on the statement of activities include charges for services, operational and capital grants. Program revenues are netted with program expenses to present the net cost of each program.

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expense. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expense.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Each fund is considered to be a separate accounting entity, accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues and expenditures. Governmental resources are allocated to and accounted for within individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the City's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually and nonmajor funds in aggregate.

Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Property, sales, and utility franchise taxes are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period. Other major revenues susceptible to accrual include interest on investments and intergovernmental revenue. Licenses and permits, fines, and recreational fees are not susceptible to accrual because they generally are not measurable until received in cash.

Property taxes levied during any year are, under Kansas State Statutes, revenues to be used to finance the budget of the ensuing year. Therefore, property taxes are recognized in the fund financial statements as taxes receivable and deferred revenue at the levy date.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. Also, amounts paid to reduce long-term indebtedness are reported as fund expenditures.

The financial statements for the pension trust funds are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions to each plan are recognized when due, as the City has a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of each plan.

The City reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Capital Projects Fund* accounts for major infrastructure project expenditures.

Additionally the City reports the following fiduciary fund type:

Pension Trust Funds, which report the Supplemental Retirement Fund and the Revised Prairie Village Police Pension Fund.

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Assets, Liabilities, Fund Balance, and Net Assets

1. Deposits and Investments

The City's cash and investments are considered to be demand deposits, time deposits, and cash held by the State of Kansas Municipal Investment Pool.

Investments are reported in the accompanying financial statements at fair value, except for certain certificates of deposit and investment contracts that are reported at cost because they are nontransferable, with terms unaffected by changes in market interest rates.

Changes in fair value that occur during the fiscal year are recognized as investment revenue reported for that fiscal year. Investment revenue includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation, maturity, or sale of investments.

2. Receivables and Payables

Receivables are reported on the government-wide financial statements net of an allowance for uncollectibles. The largest allowance for uncollectibles is for property taxes, equal to 1.67% of the fiscal year's total property taxes assessment.

The City's property tax is levied and a lien attached each November 1 on the assessed value as of the prior January 1 for all property located in the City. The taxes are due in total by December 31, or may be paid in equal installments if paid December 20 (first installment) and the following June 20 (second installment). They are collected by the County Treasurer and subsequently remitted to the City.

Taxes receivable include property taxes levied on November 1, 2004 for 2005 of \$3,984,828, which have been recorded as deferred revenue.

3. Restricted Assets

Certain cash and investments are classified as restricted assets on the statement of net assets and balance sheet because their use is limited to repay Municipal Court bonds, fire/explosion cleanup bonds or employee Section 125 plan expenses.

4. Capital Assets

Capital assets, which include land, buildings, improvements, equipment, and infrastructure assets (streets, curbs, sidewalks, drainage systems, etc.), are reported in the government-wide financial statements as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Preservation costs, which are expected to extend the life of the asset are capitalized.

Historically, governmental infrastructure assets have not been capitalized and reported in the financial statements. In conformity with GASB 34, infrastructure completed in the current year has been capitalized. Infrastructure assets not completed by year-end have been reported as construction in process. Retroactive reporting of the City's major infrastructure assets extends to all assets with the exception of the drainage channels and the sidewalks. As allowed with the provisions of implementing GASB 34, all other retroactive reporting of infrastructure assets will occur by the year ending December 31, 2007.

CITY OF PRAIRIE VILLAGE, KANSAS
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 December 31, 2004

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Assets, Liabilities, Fund Balance, and Net Assets (Continued)

4. Capital Assets (Continued)

Capital assets, excluding land, are depreciated over their useful lives in the government-wide financial statements. Depreciation is charged as an expense against operations and accumulated depreciation is reported on the statement of net assets.

Depreciation expense is calculated for capital assets, excluding land and infrastructure assets using the straight-line method and the estimated asset useful lives listed below. Depreciation expense for infrastructure assets is calculated using a composite rate based on the estimated historical cost and estimated useful life of each network of assets. The following is the estimated useful life of each network:

Asset Classification	Estimated Life
Buildings	40
Improvements other than buildings:	
Playground equipment	15
Furniture and equipment:	
Vehicles:	
Patrol	2
Street sweepers/other	7
Public works trucks, trailers, tractors	10
Public works skid loaders, backhoes	12
Office equipment:	
Computer equipment	3
Computer software	5
Office equipment (including printers/fax)	5
Telephone systems, other	10
Kitchen equipment	12
Art work	25
Field equipment:	
Mowers	5
Police tactical vests	5
Miscellaneous equipment	7
Eyewitness video systems	8
Emergency warning sirens	10
Generators, intoxilyzers, portable difibulators, radar equipment, radios, salt spreaders, snow plows, traffic controllers, trailers	10
Light equipment	15
Firearms	20
Infrastructure:	
Pipes	40
Drainage channels	40
Drainage structures	40
Pavement - surface	20
Pavement - base & wear surface	40
Pavement - sidewalks	30
Pavement - curbs	30
Pavement - pedestrian ramps	30

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Assets, Liabilities, Fund Balance, and Net Assets (Continued)

5. Compensated Absences

Full-time City employees earn vacation leave based upon length of service, and unused vacation days can be carried forward to future years with certain limitations. Sick leave is earned at a rate of one day per month of employment, with a total accumulation limited to 1,120 hours or 142 days.

All vested or accumulated vacation and scheduled holiday leave is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. The City estimates that the entire compensated absence liability, as of December 31, 2004, will be due within one year. The General, Solid Waste Management and the Special Alcohol Fund are used to liquidate the compensated absence liability.

6. Fund Balances

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for specific purposes.

7. Net Assets

In the government-wide financial statements, equity is displayed in three components as follows:

Invested in Capital Assets, Net of Related Debt - This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted - This consists of net assets that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation. Restricted net assets include \$2,508 for debt service, \$42,880 for solid waste, \$41,548 for parks and recreation, and \$42,054 for alcohol programs.

Unrestricted - This consists of net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

8. Use of Estimates

The preparation of the basic financial statement in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special revenue funds (unless specifically exempted by statute), and debt service funds. The statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in the local newspaper of the proposed budget and notice of public hearing on the budget on or before August 5th.
3. Public hearing on or before August 15th, but at least ten days after publication of the notice of hearing.
4. Adoption of the final budget on or before August 25th.

CITY OF PRAIRIE VILLAGE, KANSAS
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 December 31, 2004

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (CONTINUED)

Budgetary Information (Continued)

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held and the governing body may amend the budget at that time. The 2004 budget was not amended.

The statutes permit management to transfer budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison statements are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

The actual data presented in the budgetary comparison statements differs from the data presented in accordance with accounting principles generally accepted in the United States of America (GAAP). The following is a summary of the effects on the ending fund balances caused by the difference in accounting between the budgetary basis and GAAP.

All legal annual operating budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized when cash is received. Expenditures include disbursements, accounts payable and encumbrances. Encumbrances are commitments by the City for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. All unencumbered appropriations (legal budget expenditure authority) lapse at year end. Encumbered appropriations are carried forward.

A legal operating budget is not required for the Capital Projects Fund and the fiduciary funds.

Spending in funds which are not subject to the legal annual operating budget requirements is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

The actual data presented in the budgetary comparison statements differs from the data presented in accordance with accounting principles generally accepted in the United States of America (GAAP). The following is a summary of the effects on the ending fund balances caused by the difference in accounting between the budgetary basis and GAAP.

	<u>Major Governmental Funds</u>		Other Nonmajor	Total
	<u>General Fund</u>	<u>Capital Project</u>	<u>Governmental Funds</u>	<u>Governmental Funds</u>
GAAP FUND BALANCE				
December 31, 2004	\$ 7,365,394	\$ 1,286,225	\$ 174,664	\$ 8,826,283
Adjustments:				
Unreserved fund balances not subject to the Kansas Budget Law:				
Capital Project Fund	-	[1,286,225]	-	[1,286,225]
Reserve for encumbrances	[372,558]	-	-	[372,558]
Total deductions	<u>[372,558]</u>	<u>[1,286,225]</u>	<u>-</u>	<u>[1,658,783]</u>
BUDGETARY FUND BALANCE				
December 31, 2004	<u>\$ 6,992,836</u>	<u>\$ -</u>	<u>\$ 174,664</u>	<u>\$ 7,167,500</u>

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

III. RESTATEMENT OF EQUITY

The capitalization of infrastructure assets in the government wide financial statements and the recording of prior period prepaid expense had the following effect on the beginning balances.

	Governmental <u>Activities</u>	General <u>Fund</u>	Special Alcohol <u>Fund</u>
Fund Balance/Net Assets December 31, 2003	\$ 25,964,098	\$ 5,809,449	\$ 32,947
Capitalization of infrastructure	25,515,786	-	-
Prior period prepaid expenses	<u>-</u>	<u>99,984</u>	<u>1,126</u>
Fund Balance/Net Assets December 31, 2003, restated	<u>\$ 51,479,884</u>	<u>\$ 5,909,433</u>	<u>\$ 34,073</u>

IV. DETAILED NOTES ON ALL FUNDS AND ACCOUNT GROUPS

A. Deposits and Investments

Cash and investments are reported as follows in the accompanying financial statements:

Statement of net assets:	
Cash and investments	\$ 8,301,060
Restricted cash and investments	106,413
Statement of fiduciary net assets:	
Cash and investments	<u>9,688,695</u>
Total cash and investments	<u>\$ 18,096,168</u>

Cash and investments at December 31, 2004 consisted of the following:

Demand deposits held by City	\$ 1,421,296
Certificates of deposit held by City	3,000,000
Investment in U.S. Treasury Note held by City	999,879
Investment in State Municipal investment Pool held by City	<u>2,986,298</u>
Total pooled cash and investments	<u>8,407,473</u>
Pension plan assets:	
Cash	527,891
Equity securities	6,810,572
Fixed income securities	<u>2,350,232</u>
Total pension plan assets	<u>9,688,695</u>
Total cash and investments	<u>\$ 18,096,168</u>

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

IV. DETAILED NOTES ON ALL FUNDS AND ACCOUNT GROUPS (CONTINUED)

A. Deposits and Investments (Continued)

Kansas State Statutes authorize the City, with certain restrictions, to deposit or invest in open accounts, time deposits, certificates of deposit, repurchase agreements, and United States Treasury bills and notes. Statutes also require that collateral pledged must have a fair value equal to 100% of the deposits (less insured amounts) and investments, and must be assigned for the benefit of the City. The Statutes provide for an exception for peak deposit periods during tax-paying time, where for a period of sixty-days, the amount of required collateral can be reduced by one-half.

The City maintains a cash and investment pool that is available for use by all funds, except for the Pension Trust Funds. Each fund type's portion of this pool is presented on the combined balance sheet as pooled cash and investments. Investment income is allocated to the General Fund, Solid Waste Management Special Revenue Fund and the Debt Service Fund based on month-end cash and investment balances. The General Fund finances capital projects through transfers and, as such, the investment revenue earned remains with the General Fund.

The City's deposits at December 31, 2004 are categorized below to give an indication of the level of credit risk assumed by the City at year-end.

Category 1 - insured or collateralized with securities held by the City or its agent in the City's name

Category 2 - collateralized with securities held by the pledging financial institution's trust department or agent in the City's name

Category 3 - uncollateralized or collateralized with securities held by the pledging financial institution or agent, but not in the City's name

The City's deposits are held in the City's name and are either insured by the Federal Depository Insurance Corporation or collateralized with government securities held in the City's name. As of December 31, 2004, the deposit balances were as follows:

	Category			Bank Balance	Carrying Amount
	1	2	3		
Deposits held by City:					
Demand deposits	\$ 100,000	\$ 1,405,568	\$ -	\$ 1,505,568	\$ 1,421,296
Certificate of deposit	100,000	2,900,000	-	3,000,000	3,000,000
U.S. government agencies	999,879	-	-	999,879	999,879
Total	<u>\$ 1,199,879</u>	<u>\$ 4,305,568</u>	<u>\$ -</u>	<u>\$ 5,505,447</u>	<u>5,421,175</u>

Investments held by City not subject to categorization:

Investments in State Municipal Investment Pool	2,986,298
Investments in trust for pension plans	<u>9,688,695</u>

Total cash and investments \$ 18,096,168

The Kansas Statement Municipal Investment Pool (the Pool) is governed by the State of Kansas Pooled Money Investment Board. The Pool invests in commercial paper, overnight repurchase agreements, certificates of deposit, and government agencies. The Pool maintains a separate account for each participant and the participant may then direct its investment in various investment options offered by the Pool. The Pool is accounted for at fair value, which is the same as the pool shares.

The Pension Trust Fund investments are held by the bank's trust department in the City's name.

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

IV. DETAILED NOTES ON ALL FUNDS AND ACCOUNT GROUPS (CONTINUED)

B. Receivables and Payables

Receivables as of December 31, 2004 for the City's major and nonmajor funds are as follows:

	<u>General</u>	<u>Capital Project</u>	<u>Nonmajor Governmental</u>	<u>Total</u>
Taxes	\$ 4,679,654	\$ -	\$ 479,865	\$ 5,159,519
Intergovernmental	95,560	650,142	216,988	962,690
Interest	95,357	-	-	95,357
Other	<u>278,671</u>	<u>-</u>	<u>-</u>	<u>278,671</u>
Gross receivables	5,149,242	650,142	696,853	6,496,237
Less allowance for uncollectibles	<u>[59,663]</u>	<u>-</u>	<u>[8,014]</u>	<u>[67,677]</u>
Net receivables	<u>\$ 5,089,579</u>	<u>\$ 650,142</u>	<u>\$ 688,839</u>	<u>\$ 6,428,560</u>

Governmental funds report deferred revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. At the end of the year, the components of deferred revenue were as follows:

	<u>General Fund</u>	<u>Capital Projects</u>	<u>Nonmajor Governmental</u>	<u>Total</u>
2005 property taxes	\$ 3,512,977	\$ -	\$ 471,851	\$ 3,984,828
Intergovernmental receivables	-	461,773	-	461,773
Franchise fee (unavailable)	<u>179,455</u>	<u>-</u>	<u>-</u>	<u>179,455</u>
Total deferred revenue	<u>\$ 3,692,432</u>	<u>\$ 461,773</u>	<u>\$ 471,851</u>	<u>\$ 4,626,056</u>

Accounts payable consist of amounts due to vendors and are expected to be paid within one year.

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

IV. DETAILED NOTES ON ALL FUNDS AND ACCOUNT GROUPS (CONTINUED)

C. Capital Assets

Capital asset activity for the year ended December 31, 2004 was as follows:

	<u>Beginning Balance</u>	<u>Adjustment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Governmental activities:					
Capital assets, not being depreciated:					
Land	\$ 13,861,866	\$ -	\$ -	\$ -	\$ 13,861,866
Construction in progress	997,934	-	3,736,973	205,522	4,529,385
Total	<u>14,859,800</u>	<u>-</u>	<u>3,736,973</u>	<u>205,522</u>	<u>18,391,251</u>
Capital assets being depreciated:					
Buildings	6,154,946	-	-	-	6,154,946
Improvements other than buildings	490,600	-	121,440	-	612,040
Furniture and equipment	3,694,662	1,815	168,575	38,157	3,826,895
Infrastructure	1,043,190	91,930,712	261,664	940,253	92,295,313
Total	<u>11,383,398</u>	<u>91,932,527</u>	<u>551,679</u>	<u>978,410</u>	<u>102,889,194</u>
Less accumulated depreciation for:					
Buildings	1,664,005	-	153,873	-	1,817,878
Improvements other than buildings	194,053	-	33,087	-	227,140
Furniture and equipment	2,411,905	[499]	308,729	37,658	2,682,477
Infrastructure	33,325	66,414,925	3,015,327	940,253	68,523,324
Total	<u>4,303,288</u>	<u>66,414,426</u>	<u>3,511,016</u>	<u>977,911</u>	<u>73,250,819</u>
Total capital assets being depreciated, net	<u>7,080,110</u>	<u>25,518,101</u>	<u>[2,959,337]</u>	<u>499</u>	<u>29,638,375</u>
Governmental activities capital assets, net of depreciation	<u>\$ 21,939,910</u>	<u>\$ 25,518,101</u>	<u>\$ 777,636</u>	<u>\$ 206,021</u>	<u>\$ 48,029,626</u>

Depreciation expense was charged to functions/programs of the City as follows:

Governmental activities:	
Urban management and planning	\$ 36,897
Public works	3,211,891
Public safety	133,491
Municipal justice	1,645
Leisure and recreation	127,092
Total	<u>\$ 3,511,016</u>

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

IV. DETAILED NOTES ON ALL FUNDS AND ACCOUNT GROUPS (CONTINUED)

D. Interfund Receivables, Payables, and Transfers

Receivables/Payables

Cash representing accrued revenue from the Special City Highway Fund was received by the City after December 31, 2004. The following represents the amount of 2004 funds due to the Capital Projects Fund for that reason.

	Due from	Due to
Major Funds:		
Capital Project Fund	\$ -	\$ 216,988
Nonmajor Funds:		
Special City Street and Highway Fund	216,988	-

Transfers

Transfers to fund capital projects by fund for the year were as follows:

	In	Out
Major funds:		
General Fund	\$ -	\$ 2,520,500
Capital Projects Fund	3,206,952	-
Nonmajor funds:		
Special City Street and Highway Fund	-	628,452
Special Parks and Recreation Fund	-	58,000
	\$ 3,206,952	\$ 3,206,952

E. Leases

The City leases building and office facilities and other equipment under operating leases. Total costs for such leases were \$65,229 for the year ended December 31, 2004. The future minimum lease payments for these leases are as follows:

	Amount
Fiscal year ending December 31:	
2005	\$ 64,485
2006	63,885
2007	52,399
2008	18,438

CITY OF PRAIRIE VILLAGE, KANSAS
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 December 31, 2004

IV. DETAILED NOTES ON ALL FUNDS AND ACCOUNT GROUPS (CONTINUED)

F. Long-Term Liabilities

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities such as the swimming pool, various public parks, and the public safety facility.

Change in long-term liabilities:

	Balance December 31, <u>2003</u>	<u>Additions</u>	<u>Deductions</u>	Balance December 31, <u>2004</u>	Current <u>Portion</u>
General Obligation Bonds	\$ 3,385,000	\$ -	\$ 400,000	\$ 2,985,000	\$ 415,000
Accrued Compensated Absences	<u>123,751</u>	<u>268,697</u>	<u>224,334</u>	<u>168,114</u>	<u>168,114</u>
	<u>\$ 3,508,751</u>	<u>\$ 268,697</u>	<u>\$ 624,334</u>	<u>\$ 3,153,114</u>	<u>\$ 583,114</u>

The balance outstanding as of December 31, 2004 was comprised of the following issues:

<u>Bond Issue</u>	<u>Interest Rate</u>	<u>Date Issue</u>	<u>Original Issue Amount</u>	<u>Final Maturity</u>	<u>Balance Outstanding</u>	<u>Interest paid in 2004</u>
Park refunding	3.90-5.00%	1/1/94	\$ 1,240,000	9/1/09	\$ 640,000	\$ 36,018
Police facility	3.70-4.00%	1/1/99	1,660,000	9/1/10	1,145,000	51,590
Pool improvement	4.75-6.50%	2/15/00	<u>1,600,000</u>	9/1/14	<u>1,200,000</u>	<u>66,535</u>
			<u>\$ 4,500,000</u>		<u>\$ 2,985,000</u>	<u>\$ 154,143</u>

Annual debt service requirements through maturity for general obligation bonds are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Year:			
2005	\$ 415,000	\$ 136,338	\$ 551,338
2006	435,000	118,720	553,720
2007	455,000	99,863	554,863
2008	475,000	79,770	554,770
2008	385,000	58,435	443,435
2010-14	<u>820,000</u>	<u>117,109</u>	<u>937,109</u>
Total	<u>\$ 2,985,000</u>	<u>\$ 610,235</u>	<u>\$ 3,595,235</u>

CITY OF PRAIRIE VILLAGE, KANSAS
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 December 31, 2004

IV. DETAILED NOTES ON ALL FUNDS AND ACCOUNT GROUPS (CONTINUED)

F. Long-Term Liabilities (Continued)

Conduit Debt

The City has issued debt for economic development from time to time. This debt is issued for the benefit of third parties and the City has no obligation beyond the initial lease or loan which has been assigned to various financial or banking entities. Therefore, the bonds are not reported as a liability in the accompanying financial statements. The following is a list of the outstanding bonds as of December 31, 2004.

Bond Issue	Interest Rate	Date Issue	Original Issue Amount	Final Maturity	Balance Outstanding
Lockton Insurance	10.635%	6/1/85	\$ 4,150,000	7/1/15	\$ 2,661,653
JC Nichols	Variable	12/1/85	4,500,000	12/1/15	4,500,000
Claridge Court	8.50-8.75%	8/28/03	9,140,000	8/1/23	9,140,000
Station Development	4.25%	7/1/01	<u>4,000,000</u>	2/1/12	<u>3,283,875</u>
			<u>\$ 21,790,000</u>		<u>\$ 19,585,528</u>

V. OTHER INFORMATION

A. Employee Retirement Systems and Pension Plans

Defined Pension Plans

All employees of the City, after meeting eligibility requirements, are covered under the Kansas Public Employees Retirement System (KPERs) and the Supplementary Retirement Plan, except commissioned police officers, who are covered by the Revised Prairie Village Police Pension Plan. The Supplemental Retirement and Police Pension plans are accounted for as separate Pension Trust Funds, while KPERs is administered by the State of Kansas. Each plan is described below.

Kansas Public Employees Retirement System

The City participates in KPERs, a cost-sharing, multiple-employer, defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. KPERs provides retirement benefits, life insurance, disability income benefits, and death benefits. Kansas' law establishes and amends benefit provisions. KPERs issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by contacting KPERs (400 S.W. 8th Avenue, Suite 200, Topeka, Kansas, 66603-3925; 1-800-228-0366; or www.kpers.org).

K.S.A. 74-4919 establishes the KPERs member-employee contribution rate at 4% of covered salary. The employer collects and remits member-employee contributions according to the provisions of Section 414(h) of the Internal Revenue Code. State law provides that the employer contribution rate be determined annually based on the results of an annual actuarial valuation. KPERs is funded on an actuarial reserve basis. State law sets a limitation on annual increases in the contribution rates for KPERs employers. The employer rate was 3.22% from January 1 to June 30, 2004 and 3.82% from July 1 to December 31, 2004. The City contributions to KPERs for the years ending December 31, 2004, 2003, and 2002 were \$65,836, \$60,706, and \$63,480, respectively, equal to the statutory required contributions for each year.

CITY OF PRAIRIE VILLAGE, KANSAS
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 December 31, 2004

V. OTHER INFORMATION (CONTINUED)

A. Employee Retirement Systems and Pension Plans (Continued)

Supplemental Retirement Plan

As a supplement to KPERS, the City provides a defined contribution supplementary retirement plan to all eligible employees, except commissioned police officers. This is a defined contribution plan in which the benefits depend solely on amounts contributed to the plan plus investment earnings. The City contributes 5% of the employee's base salary as of January 1st to a maximum of \$2,500 per employee per year. There are no employee contributions. The City's contributions (and investment earnings) are allocated to employee accounts based on years of service and annual salary. Employee accounts are vested 40% after four years' service, 45% after five years, 50% after six years service, with such percentage increasing 10% per year thereafter, resulting in full vesting after eleven years. Participants include sixty-one current and former employees (twenty-five fully vested, twenty-two partially vested and fourteen nonvested). City contributions for, and interest forfeited by, employees who leave employment before becoming fully vested are allocated to other participant accounts based upon their share of plan assets.

The City's total payroll in 2004 was approximately \$4.8 million. The City's contributions to this defined contribution plan were based on estimated payroll of approximately \$2.4 million. The City made the required 5% contribution up to a maximum contribution of \$2,500 per employee, which amounted to \$98,594 during 2004.

The financial statements for the supplemental retirement plan are as follows:

Supplemental Retirement Fund
 Statement of Plan Net Assets
 December 31, 2004

ASSETS	
Restricted cash and investments	\$ 2,018,532
Interest receivable	<u>893</u>
Total assets	<u>\$ 2,019,425</u>
LIABILITIES AND NET ASSETS	
Liabilities	\$ -
Net assets	
Held in trust for pension benefits	<u>2,019,425</u>
Total net assets	<u>2,019,425</u>
- Total liabilities and net assets	<u>\$ 2,019,425</u>

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

V. OTHER INFORMATION (CONTINUED)

A. Employee Retirement Systems and Pension Plans (Continued)

Supplemental Retirement Plan
Statement of Changes in Plan Net Assets
For the Year Ended December 31, 2004

Additions:	
Contributions :	
Employer	\$ 98,594
Total contributions	<u>98,594</u>
Investment Earnings:	
Interest and dividends on investments	257,461
Non-cash asset changes	36,966
Net increase/decrease in the fair value of investments	<u>[102,459]</u>
Total investment earnings	<u>191,968</u>
Total additions	<u>290,562</u>
Deductions:	
Benefits	<u>62,619</u>
Changes in net assets	227,943
Net assets - beginning	<u>1,791,482</u>
Net assets - ending	<u>\$ 2,019,425</u>

Revised Prairie Village Police Pension Plan

The Revised Prairie Village Police Pension Plan, single-employer, defined benefit pension plan, was established in 1966 and was amended to its current form in 2002. The plan covers eligible full-time commissioned officers who have been continuously employed by the City for at least one year and who have not attained the age of retirement established by the plan. The plan provides for lifetime benefits upon retirement, along with death and disability benefits. The plan allows retirement upon attainment of twenty years of credited service, regardless of age, or attainment of age fifty-five and five years of service. A three-year average of earnings is used to determine benefits. The plan requires each participating officer to contribute 4% of earnings which earns interest each year. At January 1, 2004, there were thirty-nine active participants (nine fully vested, sixteen partially vested and fourteen nonvested), twelve vested terminees (not currently receiving benefits), and twenty-two retired participants and beneficiaries (currently receiving benefits).

Kansas State Statutes require that current liabilities are funded currently. The plan's funding policy provides for periodic employer contributions at actuarially determined amounts that are expressed as percentages of annual covered payroll and are sufficient to accumulate assets adequate to pay benefits when due. The City's actuarially determined contribution to this defined benefit plan in 2004 was \$92,381.

City contributions are authorized by local ordinance, and all actuarially required contributions were made. The City may terminate the plan or its contributions at any time.

CITY OF PRAIRIE VILLAGE, KANSAS
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 December 31, 2004

V. OTHER INFORMATION (CONTINUED)

A. Employee Retirement Systems and Pension Plans (Continued)

The following is a schedule of employer contributions for the past three years:

Year:	Annual Pension Cost [APC]	Percentage of APC Contributed	Net Pension Obligation
2002	\$ -	100%	\$ -
2003	78,418	100%	-
2004	92,381	100%	-

A separate pension plan report is not available. The financial statements for the Revised Prairie Village Police Pension Plan are as follows.

Revised Prairie Village Police Pension Plan
 Statement of Plan Net Assets
 December 31, 2004

ASSETS	
Restricted cash and investments	\$ 7,670,163
Interest receivable	18,612
Total assets	<u>\$ 7,688,775</u>
LIABILITIES AND NET ASSETS	
Liabilities	\$ -
Net assets	
Held in trust for pension benefits	<u>7,688,775</u>
Total net assets	<u>7,688,775</u>
Total liabilities and net assets	<u>\$ 7,688,775</u>

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2004

V. OTHER INFORMATION (CONTINUED)

A. Employee Retirement Systems and Pension Plans (Continued)

Revised Prairie Village Police Pension Plan
Statement of Changes in Plan Net Assets
For the Year Ended December 31, 2004

Additions:	
Contributions :	
Employer	\$ 90,346
Plan members	76,908
Total contributions	<u>167,254</u>
Investment Earnings:	
Interest and dividends on investments	393,763
Net increase/decrease in the fair value of investments	<u>139,298</u>
Total investment earnings	<u>533,061</u>
Total additions	<u>700,315</u>
Deductions:	
Benefits	<u>321,636</u>
Changes in net assets	378,679
Net assets - beginning	<u>7,310,096</u>
Net assets - ending	<u>\$ 7,688,775</u>

Additional information as of the latest actuarial valuation follows:

Valuation date	January 1, 2004
Actuarial cost method	Aggregate
Asset valuation method	Five-year average of adjusted market value of the trust fluid assets
Remaining amortization period	Approximately 7.5 years
Actuarial assumptions:	
Investment rate of return	8% per annum
Projected salary increases	6.5% per year

B. Other Commitments and Contingencies

Tax Increment Financing District

In 1999, the City passed an ordinance establishing a Tax Increment Financing District. Establishment of the district allows the City to provide public improvements to encourage the development of blighted and low-economic areas. Through the use of a TIF District, the City can utilize the taxes generated by the incremental increase in property value from the date the district was established and the combined levies of all taxing jurisdictions to reimburse infrastructure improvement costs related to the project. 1999 was established as the base year for the TIF. Included in the City's 2004 assessed valuation is \$1,221,610, representing the incremental increase in property value since 1998. Tax revenue available to the TIF for the year ended December 31, 2004 was \$113,237 and is included as property tax revenue in the TIF Project Fund (a Special Revenue Fund).

CITY OF PRAIRIE VILLAGE, KANSAS
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 December 31, 2004

V. OTHER INFORMATION (CONTINUED)

B. Other Commitments and Contingencies (Continued)

In prior years, a total of \$571,786 of reimbursable development costs were incurred for land acquisition and street improvements. As of December 31, 2004, the remaining amount of incremental property tax eligible for the developer infrastructure cost reimbursement was \$92,820.

C. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which the City carries commercial insurance coverage. The following is a list of the maximum liability for each policy.

Policy	Deductible	Limit
Property	\$ 5,000	Agreed amounts
Equipment breakdown	5,000	250,000
Inland marine	Various	Actual cash value
General liability	-	2,000,000
Employee benefit liability	1,000	3,000,000
Public official and employment practices	5,000	1,000,000
Law enforcement liability	10,000	1,000,000
Commercial auto	1,000	1,000,000
Crime	500	500,000
Umbrella	10,000	10,000,000
Fiduciary	5,000	500,000
Special crime	-	1,000,000

CITY OF PRAIRIE VILLAGE, KANSAS

REQUIRED SUPPLEMENTARY INFORMATION
December 31, 2004

Schedule of Funding Progress

Actuarial valuation date	Actuarial value of assets (a)	Actuarial liability (AAL) entry age (b)	Unfunded AAL (UAAL) (b-a)	Funded ratio (a/b)	Covered payroll (c)	UAAL as a percentage of covered payroll [(b-a)/c]
1999	\$ 5,757,357	4,111,811	[1,645,546]	140.0%	\$ 1,330,356	-123.7%
2000	6,279,640	4,408,884	[1,870,756]	142.4%	1,431,900	-130.6%
2001	6,818,770	4,786,591	[2,032,179]	142.5%	1,517,220	-133.9%
2002	7,171,582	5,012,081	[2,159,501]	143.1%	1,596,240	-135.3%
2003	7,510,292	N/A*	N/A	N/A	1,665,102	N/A
2004	7,980,584	N/A*	N/A	N/A	1,877,088	N/A

*The aggregate actuarial cost method does not have an unfunded actuarial accrual liability.

Schedule of Employer Contributions

Year:	Annual pension cost (APC)	Percentage of APC contributed
1999	\$ -	100%
2000	-	100%
2001	-	100%
2002	-	100%
2003	78,418	100%
2004	92,381	100%

Notes to Required Schedules

Valuation date	January 1, 2004
Actuarial cost method	Aggregate
Asset valuation method	Five-year average of adjusted market value of the trust fund assets
Remaining amortization period	Approximately 7.5 years
Actuarial assumptions:	
Investment rate of return	8% per annum
Projected salary increases	6.5% per year

See accompanying independent auditors' report.

CITY OF PRAIRIE VILLAGE, KANSAS
COMBINING STATEMENTS - NONMAJOR FUNDS
NONMAJOR SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

1. **Solid Waste Management Fund** - This fund is used to account for the operation of the City's solid waste management system, which provides for the collection, storage, and transportation of solid waste in a manner which ensures protection of the health, safety, and welfare of City residents.
2. **Special City Street and Highway Fund** - This fund accounts for gasoline taxes designated for construction and maintenance of the City streets and curbing and related expenditures.
3. **TIF Project Fund** - This fund accounts for the repayment of TIF redevelopment project costs of certain blighted areas within the City.
4. **Special Parks and Recreation Fund** - This fund is used to fund various City-sponsored park and recreation activities funded by the state liquor tax.
5. **School Alcohol Fund** - This fund accounts for the operation of services and programs pertaining to alcohol misuse and is funded by the state liquor tax.

NONMAJOR DEBT SERVICE FUNDS

The debt service funds are used to account for the accumulation of resources and payment of the City's long-term debt.

1. **Debt Service Fund** - This fund accounts for resources required to service long-term debt.

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
December 31, 2004

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
ASSETS			
Cash and investments	\$ 227,047	\$ 48,181	\$ 275,228
Taxes receivable	-	471,851	471,851
Prepaid expenditures	1,111	-	1,111
Due from other governments	216,988	-	216,988
Total assets	<u>\$ 445,146</u>	<u>\$ 520,032</u>	<u>\$ 965,178</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 98,777	\$ -	\$ 98,777
Accrued payroll	2,898	-	2,898
Due to other funds	216,988	-	216,988
Deferred revenue	-	471,851	471,851
Total liabilities	<u>318,663</u>	<u>471,851</u>	<u>790,514</u>
Fund balance:			
Reserved			
For debt service	-	48,181	48,181
Unreserved			
Undesignated [deficit]	126,483	-	126,483
Total fund balance [deficit]	<u>126,483</u>	<u>48,181</u>	<u>174,664</u>
Total liabilities and fund balances	<u>\$ 445,146</u>	<u>\$ 520,032</u>	<u>\$ 965,178</u>

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended December 31, 2004

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
Revenues			
Taxes	\$ 113,237	\$ 578,434	\$ 691,671
Intergovernmental	766,957	-	766,957
Charges for services	1,224,555	-	1,224,555
Use of money and property	7,911	3,300	11,211
Total Revenues	<u>2,112,660</u>	<u>581,734</u>	<u>2,694,394</u>
Expenditures			
Current			
Urban management and planning	1,326,722	-	1,326,722
Public safety	61,270	-	61,270
Debt service			
Principal	-	400,000	400,000
Interest and other charges	-	154,154	154,154
Total Expenditures	<u>1,387,992</u>	<u>554,154</u>	<u>1,942,146</u>
Excess [deficiency] of revenues over [under] expenditures	<u>724,668</u>	<u>27,580</u>	<u>752,248</u>
Other Financing Sources [Uses]			
Transfers out	<u>[686,452]</u>	<u>-</u>	<u>[686,452]</u>
Total Other Financing Sources [Uses]	<u>[686,452]</u>	<u>-</u>	<u>[686,452]</u>
Net change in fund balances	<u>38,216</u>	<u>27,580</u>	<u>65,796</u>
Fund balance, beginning	87,141	20,601	107,742
Prior period adjustment	1,126	-	1,126
Fund balance, beginning, restated	<u>88,267</u>	<u>20,601</u>	<u>108,868</u>
Fund balance, ending	<u>\$ 126,483</u>	<u>\$ 48,181</u>	<u>\$ 174,664</u>

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
December 31, 2004

ASSETS	Solid Waste Management	Special City Street and Highway	TIF Project	Special Parks and Recreation	Special Alcohol	Totals
Cash and investments	\$ 142,600	\$ -	\$ -	\$ 41,548	\$42,899	\$227,047
Prepaid expenditures	-	-	-	-	1,111	1,111
Due from other governments	-	216,988	-	-	-	216,988
Total assets	\$ 142,600	\$ 216,988	\$ -	\$ 41,548	\$44,010	\$445,146
LIABILITIES AND FUND BALANCES						
Liabilities						
Accounts payable	\$ 98,681	\$ -	\$ -	\$ -	\$ 96	\$ 98,777
Accrued payroll	1,039	-	-	-	1,859	2,898
Due to other funds	-	216,988	-	-	-	216,988
Total liabilities	99,720	216,988	-	-	1,955	318,663
Fund balances						
Unreserved and undesignated	42,880	-	-	41,548	42,055	126,483
Total fund balances	42,880	-	-	41,548	42,055	126,483
Total liabilities and fund balances	\$ 142,600	\$ 216,988	\$ -	\$ 41,548	\$44,010	\$445,146

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended December 31, 2004

	<u>Solid Waste Management</u>	<u>Special City Street and Highway</u>	<u>TIF Project</u>	<u>Special Parks and Recreation</u>	<u>Special Alcohol</u>	<u>Total</u>
Revenues						
Taxes	\$ -	\$ -	\$ 113,237	\$ -	\$ -	\$ 113,237
Intergovernmental	-	628,452	-	69,253	69,252	766,957
Charges for services	1,224,555	-	-	-	-	1,224,555
Use of money and property	7,911	-	-	-	-	7,911
Total revenues	<u>1,232,466</u>	<u>628,452</u>	<u>113,237</u>	<u>69,253</u>	<u>69,252</u>	<u>2,112,660</u>
Expenditures						
Current:						
Urban management and planning	1,213,485	-	113,237	-	-	1,326,722
Public safety	-	-	-	-	61,270	61,270
Total expenditures	<u>1,213,485</u>	<u>-</u>	<u>113,237</u>	<u>-</u>	<u>61,270</u>	<u>1,387,992</u>
Excess [deficiency] of revenues over [under] expenditures	<u>18,981</u>	<u>628,452</u>	<u>-</u>	<u>69,253</u>	<u>7,982</u>	<u>724,668</u>
Other financing sources [uses]						
Transfers out	-	[628,452]	-	[58,000]	-	[686,452]
Total other financing sources [uses]	<u>-</u>	<u>[628,452]</u>	<u>-</u>	<u>[58,000]</u>	<u>-</u>	<u>[686,452]</u>
Net change in fund balances	<u>18,981</u>	<u>-</u>	<u>-</u>	<u>11,253</u>	<u>7,982</u>	<u>38,216</u>
Fund balances, beginning	23,899	-	-	30,295	32,947	87,141
Prior period adjustment	-	-	-	-	1,126	1,126
Fund balances, beginning, restated	<u>23,899</u>	<u>-</u>	<u>-</u>	<u>30,295</u>	<u>34,073</u>	<u>88,267</u>
Fund balances, ending	<u>\$ 42,880</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 41,548</u>	<u>\$ 42,055</u>	<u>\$ 126,483</u>

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL (NON - GAAP)
 SOLID WASTE MANAGEMENT FUND
 For the Year Ended December 31, 2004

	GAAP	Adjustments	Budgetary	Budgeted Amounts		Variance
	Basis		Basis	Original	Final	Positive
	Actual		Actual			[Negative]
Revenues						
Charges for services	\$ 1,224,555	\$ -	\$ 1,224,555	\$ 1,220,000	\$ 1,220,000	\$ 4,555
Use of money and property	7,911	-	7,911	5,000	5,000	2,911
Total revenues	<u>1,232,466</u>	<u>-</u>	<u>1,232,466</u>	<u>1,225,000</u>	<u>1,225,000</u>	<u>7,466</u>
Expenditures						
Urban management and planning	1,213,485	-	1,213,485	1,222,876	1,222,876	9,391
Total expenditures	<u>1,213,485</u>	<u>-</u>	<u>1,213,485</u>	<u>1,222,876</u>	<u>1,222,876</u>	<u>9,391</u>
Net change in fund balance	18,981	-	18,981	<u>\$ 2,124</u>	<u>\$ 2,124</u>	<u>\$ 16,857</u>
Fund balance, beginning	<u>23,899</u>	<u>-</u>	<u>23,899</u>			
Fund balance, ending	<u>\$ 42,880</u>	<u>\$ -</u>	<u>\$ 42,880</u>			

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL (NON - GAAP)
 SPECIAL CITY STREET AND HIGHWAY FUND
 For the Year Ended December 31, 2004

	GAAP		Budgetary Basis Actual	Budgeted Amounts		Variance Positive [Negative]
	Basis Actual	Adjustments		Original	Final	
Revenues						
Intergovernmental	<u>\$628,452</u>	<u>\$ -</u>	<u>\$628,452</u>	<u>\$645,000</u>	<u>\$645,000</u>	<u>\$ [16,548]</u>
Total revenues	<u>628,452</u>	<u>-</u>	<u>628,452</u>	<u>645,000</u>	<u>645,000</u>	<u>[16,548]</u>
Expenditures						
Public works	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess [deficiency] of revenues over [under] expenditures	<u>628,452</u>	<u>-</u>	<u>628,452</u>	<u>645,000</u>	<u>645,000</u>	<u>[16,548]</u>
Other financing sources [uses]						
Transfers out	<u>[628,452]</u>	<u>-</u>	<u>[628,452]</u>	<u>[645,000]</u>	<u>[645,000]</u>	<u>16,548</u>
Total other financing sources [uses]	<u>[628,452]</u>	<u>-</u>	<u>[628,452]</u>	<u>[645,000]</u>	<u>[645,000]</u>	<u>16,548</u>
Net change in fund balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>			
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>			

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL (NON - GAAP)
 TIF PROJECT FUND

For the Year Ended December 31, 2004

	GAAP Basis		Budgetary Basis Actual	Budgeted Amounts		Variance Positive [Negative]
	Actual	Adjustments		Original	Final	
Revenues						
Taxes	\$ 113,237	\$ -	\$ 113,237	\$ 105,000	\$ 105,000	\$ 8,237
Total revenues	<u>113,237</u>	<u>-</u>	<u>113,237</u>	<u>105,000</u>	<u>105,000</u>	<u>8,237</u>
Expenditures						
Urban management and planning	<u>113,237</u>	<u>-</u>	<u>113,237</u>	<u>105,000</u>	<u>105,000</u>	<u>[8,237]</u>
Total expenditures	<u>113,237</u>	<u>-</u>	<u>113,237</u>	<u>105,000</u>	<u>105,000</u>	<u>[8,237]</u>
Net change in fund balance	-	-	-	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Fund balance, beginning	-	-	-			
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>			

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL (NON - GAAP)
 SPECIAL PARKS AND RECREATION FUND
 For the Year Ended December 31, 2004

	GAAP Basis		Budgetary Basis Actual	Budgeted Amounts		Variance Positive [Negative]
	Actual	Adjustments		Original	Final	
Revenues						
Intergovernmental	\$ 69,253	\$ -	\$ 69,253	\$ 50,000	\$ 50,000	\$ 19,253
Total revenues	<u>69,253</u>	<u>-</u>	<u>69,253</u>	<u>50,000</u>	<u>50,000</u>	<u>19,253</u>
Expenditures						
Leisure and recreation	-	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess [deficiency] of revenues over [under] expenditures	<u>69,253</u>	<u>-</u>	<u>69,253</u>	<u>50,000</u>	<u>50,000</u>	<u>19,253</u>
Other financing sources [uses]						
Transfers out	[58,000]	-	[58,000]	[58,000]	[58,000]	-
Total other financing sources [uses]	<u>[58,000]</u>	<u>-</u>	<u>[58,000]</u>	<u>[58,000]</u>	<u>[58,000]</u>	<u>-</u>
Net change in fund balance	11,253	-	11,253	\$ [8,000]	\$ [8,000]	\$ 19,253
Fund balance, beginning	<u>30,295</u>	<u>-</u>	<u>30,295</u>			
Fund balance, ending	<u>\$ 41,548</u>	<u>\$ -</u>	<u>\$ 41,548</u>			

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL (NON - GAAP)
 SPECIAL ALCOHOL FUND
 For the Year Ended December 31, 2004

	GAAP Basis	Adjustments to Budgetary Basis	Budgetary Basis	Budgeted Amounts		Variance Positive [Negative]
				Original	Final	
Revenues						
Intergovernmental	\$ 69,252	\$ -	\$ 69,252	\$ 50,000	\$ 50,000	\$ 19,252
Total revenues	<u>69,252</u>	<u>-</u>	<u>69,252</u>	<u>50,000</u>	<u>50,000</u>	<u>19,252</u>
Expenditures						
Public safety	<u>61,270</u>	<u>-</u>	<u>61,270</u>	<u>61,270</u>	<u>61,270</u>	<u>-</u>
Total expenditures	<u>61,270</u>	<u>-</u>	<u>61,270</u>	<u>61,270</u>	<u>61,270</u>	<u>-</u>
Net change in fund balance	7,982	-	7,982	<u>\$ [11,270]</u>	<u>\$ [11,270]</u>	<u>\$ 19,252</u>
Fund balance, beginning	32,947	-	32,947			
Prior period adjustment	<u>1,126</u>	<u>-</u>	<u>1,126</u>			
Fund balance, ending	<u>\$ 42,055</u>	<u>\$ -</u>	<u>\$ 42,055</u>			

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL (NON - GAAP)

DEBT SERVICE FUND

For the Year Ended December 31, 2004

	GAAP Basis	Adjustments to Budgetary Basis	Budgetary Basis	Budgeted Amounts		Variance Positive [Negative]
				Original	Final	
Revenues						
Taxes	\$ 578,434	\$ -	\$ 578,434	\$ 575,628	\$ 575,628	\$ 2,806
Use of money and property	3,300	-	3,300	1,800	1,800	1,500
Total revenues	<u>581,734</u>	<u>-</u>	<u>581,734</u>	<u>577,428</u>	<u>577,428</u>	<u>4,306</u>
Expenditures						
Debt service						
Principal	400,000	-	400,000	400,000	400,000	-
Interest and other charges	154,154	-	154,154	154,154	154,154	-
Total expenditures	<u>554,154</u>	<u>-</u>	<u>554,154</u>	<u>554,154</u>	<u>554,154</u>	<u>-</u>
Net change in fund balance	27,580	-	27,580	<u>\$ 23,274</u>	<u>\$ 23,274</u>	<u>\$ 4,306</u>
Fund balance, beginning	<u>20,601</u>	<u>-</u>	<u>20,601</u>			
Fund balance, ending	<u>\$ 48,181</u>	<u>\$ -</u>	<u>\$ 48,181</u>			

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

FIDUCIARY FUNDS

Pension Trust Funds

1. The **Supplemental Retirement Fund** accounts for the activities of the Supplement Pension Benefit Plan and Trust, which accumulates resources for pension benefit payments to qualified employees.
2. The **Revised Prairie Village Police Pension Fund** accounts for the activities of the Prairie Village Police Department Retirement Trust, which accumulates resources for pension benefit payments to qualified public safety officers.

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING STATEMENT OF FIDUCIARY NET ASSETS
 FIDUCIARY FUNDS
 December 31, 2004

ASSETS	Supplemental Retirement Fund	Revised Prairie Village Police Pension Fund	Totals
Restricted cash and investments	\$ 2,018,532	\$ 7,670,163	\$ 9,688,695
Interest receivable	<u>893</u>	<u>18,612</u>	<u>19,505</u>
Total assets	<u>\$ 2,019,425</u>	<u>\$ 7,688,775</u>	<u>\$ 9,708,200</u>
 LIABILITIES AND NET ASSETS			
Liabilities	\$ -	\$ -	\$ -
Net assets			
Held in trust for pension benefits	<u>2,019,425</u>	<u>7,688,775</u>	<u>9,708,200</u>
Total net assets	<u>2,019,425</u>	<u>7,688,775</u>	<u>9,708,200</u>
Total liabilities and net assets	<u>\$ 2,019,425</u>	<u>\$ 7,688,775</u>	<u>\$ 9,708,200</u>

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
FIDUCIARY FUNDS

For the Year Ended December 31, 2004

	Supplemental Retirement Fund	Revised Prairie Village Police Pension Fund	Total
Additions:			
Contributions :			
Employer	\$ 98,594	\$ 90,346	\$ 188,940
Plan members	-	76,908	76,908
Total contributions	<u>98,594</u>	<u>167,254</u>	<u>265,848</u>
Investment Earnings:			
Interest and dividends on investments	257,461	393,763	651,224
Non-cash asset changes	36,966	-	36,966
Net increase/decrease in the fair value of investments	<u>[102,459]</u>	<u>139,298</u>	<u>36,839</u>
Total investment earnings	<u>191,968</u>	<u>533,061</u>	<u>725,029</u>
Total additions	<u>290,562</u>	<u>700,315</u>	<u>990,877</u>
Deductions:			
Benefits	<u>62,619</u>	<u>321,636</u>	<u>384,255</u>
Changes in net assets	227,943	378,679	606,622
Net assets - beginning	<u>1,791,482</u>	<u>7,310,096</u>	<u>9,101,578</u>
Net assets - ending	<u>\$ 2,019,425</u>	<u>\$ 7,688,775</u>	<u>\$ 9,708,200</u>

See independent auditor's report on the financial statements.

CITY OF PRAIRIE VILLAGE, KANSAS
 GOVERNMENT-WIDE EXPENSES BY FUNCTION
 LAST TEN YEARS
 December 31, 2004
 (Unaudited)

<u>Year Ended</u> <u>December 31,</u>	<u>Urban</u> <u>Management</u> <u>and Planning</u>	<u>Public Works</u>	<u>Public</u> <u>Safety</u>	<u>Municipal</u> <u>Justice</u>	<u>Leisure and</u> <u>Recreation</u>	<u>Interest on</u> <u>Long-term</u> <u>Debt</u>	<u>Totals</u>
1995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1996	-	-	-	-	-	-	-
1997	-	-	-	-	-	-	-
1998	-	-	-	-	-	-	-
1999	-	-	-	-	-	-	-
2000	-	-	-	-	-	-	-
2001	-	-	-	-	-	-	-
2002	-	-	-	-	-	-	-
2003	2,678,162	3,625,311	4,239,376	243,654	1,096,950	165,211	12,048,664
2004	2,843,833	6,743,408	4,293,500	260,073	817,561	148,189	15,106,564

Fiscal year 2003 was the first year that government-wide expenses were available for reporting.

CITY OF PRAIRIE VILLAGE, KANSAS

GOVERNMENT-WIDE REVENUES
 LAST TEN YEARS
 December 31, 2004
 (Unaudited)

Year Ended December 31,	Program Revenues			General Revenues				Totals
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Taxes	Grants and Contributions Not Restricted	Investment Earnings	Miscellaneous	
1995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1996	-	-	-	-	-	-	-	-
1997	-	-	-	-	-	-	-	-
1998	-	-	-	-	-	-	-	-
1999	-	-	-	-	-	-	-	-
2000	-	-	-	-	-	-	-	-
2001	-	-	-	-	-	-	-	-
2002	-	-	-	-	-	-	-	-
2003	3,655,104	11,338	390,246	10,777,951	899,494	122,110	226,288	16,082,531
2004	3,752,594	3,355	745,288	11,392,353	890,611	164,161	299,944	17,248,306

Fiscal year 2003 was the first year that government-wide revenues were available for reporting.

CITY OF PRAIRIE VILLAGE, KANSAS

GENERAL GOVERNMENTAL EXPENDITURES BY FUNCTION (1)
 LAST TEN YEARS
 December 31, 2004
 (Unaudited)

<u>Year Ended</u> <u>December 31,</u>	<u>Urban</u> <u>Management</u> <u>and Planning</u>	<u>Public Works</u>	<u>Public</u> <u>Safety</u>	<u>Municipal</u> <u>Justice</u>	<u>Leisure and</u> <u>Recreation</u>	<u>Capital</u> <u>Outlay</u>	<u>Debt</u> <u>Services</u>	<u>Totals</u>
1995	\$ 1,455,505	\$ 2,038,830	\$2,789,130	\$ 140,464	\$ 701,747	\$5,259,539	\$ 761,729	\$13,146,944
1996	1,599,628	2,959,690	2,918,653	136,489	606,109	5,414,025	565,717	14,200,311
1997	1,743,545	2,426,518	2,983,763	133,940	654,264	5,617,573	559,764	14,119,367
1998	1,770,380	2,143,721	3,075,701	155,018	691,017	5,719,089	559,098	14,114,024
1999	1,929,823	2,649,379	3,437,676	187,706	741,997	5,174,062	476,113	14,596,756
2000	1,986,967	2,809,254	3,445,711	179,729	946,956	9,171,783	593,038	19,133,438
2001	2,273,106	2,841,247	3,740,892	195,487	610,793	4,446,209	2,238,814	16,346,548
2002	2,619,356	5,613,507	3,911,193	209,873	663,919	5,045,797	551,843	18,615,488
2003	2,661,683	3,396,033	4,132,170	238,120	974,433	2,630,252	550,785	14,583,476
2004	2,828,508	3,339,749	4,239,918	256,843	695,588	4,278,825	554,154	16,193,585

(1) - Includes General, Special Revenue, Debt Service and Capital Project Funds.

CITY OF PRAIRIE VILLAGE, KANSAS

GENERAL GOVERNMENTAL REVENUES BY SOURCE (1)
 LAST TEN YEARS
 December 31, 2004
 (Unaudited)

<u>Fiscal Year</u> <u>December 31,</u>	<u>Taxes</u>	<u>Licenses</u> <u>and</u> <u>Permits</u>	<u>Inter-</u> <u>governmental</u>	<u>Charges</u> <u>for</u> <u>Services</u>	<u>Fines and</u> <u>Forfeitures</u>	<u>Recreational</u> <u>Fees</u>	<u>Use of</u> <u>Money</u> <u>and Property</u>	<u>Other</u>	<u>Totals</u>
1995	\$ 7,439,077	\$286,592	\$ 2,448,858	\$ 1,295,329	\$233,740	\$ 242,259	\$ 614,451	\$ 28,183	\$12,588,489
1996	7,781,869	272,331	3,642,539	809,456	253,711	239,480	644,086	121,495	13,764,967
1997	7,969,985	319,496	3,865,837	890,460	283,165	234,347	543,903	17,146	14,124,339
1998	8,631,974	319,890	3,984,037	946,877	331,931	253,775	538,683	148,118	15,155,285
1999	8,763,221	313,003	2,712,642	912,188	263,803	248,347	607,584	72,866	13,893,654
2000	9,013,654	319,122	3,956,504	1,100,990	385,493	381,363	538,676	99,466	15,795,268
2001	9,088,035	340,086	2,634,454	1,467,067	381,582	390,023	516,450	59,274	14,876,971
2002	8,938,293	312,230	4,782,758	1,547,520	488,565	442,569	255,070	173,426	16,940,431
2003	10,687,234	351,017	1,260,056	2,413,516	727,073	435,432	122,110	226,288	16,222,726
2004	11,394,015	350,032	1,584,852	2,479,063	751,101	380,729	164,160	284,805	17,388,757

(1) - Includes General, Special Revenue, Debt Service, and Capital Project Funds.

CITY OF PRAIRIE VILLAGE, KANSAS
 GENERAL GOVERNMENT TAX REVENUES BY SOURCE
 LAST TEN YEARS
 December 31, 2004
 (Unaudited)

<u>Fiscal Year</u> <u>December 31,</u>	<u>Property</u> <u>Tax</u>	<u>City Sales</u> <u>Tax</u>	<u>Franchise</u> <u>Tax</u>	<u>Motor</u> <u>Vehicle Tax(2)</u>	<u>Total</u>
1995	\$ 2,738,868	\$ 3,481,116	\$ 1,131,035	\$ -	\$ 7,351,019
1996	2,703,331	3,814,905	1,263,633	-	7,781,869
1997	2,714,480	3,952,780	1,302,725	-	7,969,985
1998	2,987,707	4,374,357	1,269,910	-	8,631,974
1999	3,060,193	4,414,019	1,289,009	-	8,763,221
2000	3,076,364	4,447,228	1,490,062	-	9,013,654
2001	3,118,194	4,314,964	1,654,877	-	9,088,035
2002	3,333,898	4,179,059	1,425,336	-	8,938,293
2003	3,916,657	4,735,080	1,524,472	511,024	10,687,233
2004	4,027,484	5,237,058	1,568,829	560,644	11,394,015

(2)- For 1995 through 2002, motor vehicle property taxes were included as intergovernmental revenue

CITY OF PRAIRIE VILLAGE, KANSAS
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN YEARS
December 31, 2004
(Unaudited)

<u>Year Ended December 31,</u>	<u>Total Tax Levy</u>	<u>Current Taxes Collected</u>	<u>Percent of Levy Collected</u>	<u>Delinquent Tax Collections</u>	<u>Total Tax Collections</u>	<u>Ratio of Total Tax Collections to Tax Levy</u>	<u>Outstanding Delinquent Taxes</u>	<u>Percent of Delinquent Taxes to Total Levy</u>
1995	\$2,635,675	\$2,604,424	98.81%	\$ 20,353	\$2,624,777	99.6%	\$ 150,878	5.75%
1996	2,639,540	2,570,295	97.38%	14,610	2,584,905	97.9%	205,752	7.96%
1997	2,656,669	2,579,573	97.10%	16,639	2,596,212	97.7%	189,590	7.30%
1998	2,937,936	2,857,923	97.28%	12,506	2,870,429	97.7%	334,193	11.64%
1999	2,932,216	2,872,644	97.97%	26,529	2,899,173	98.9%	386,166	13.32%
2000	2,928,185	2,821,069	96.34%	12,776	2,833,845	96.8%	390,376	13.78%
2001	2,983,450	2,889,696	96.86%	18,774	2,908,470	97.5%	293,812	10.10%
2002	3,159,829	3,091,234	97.83%	27,653	3,118,887	98.7%	335,684	10.76%
2003	3,843,902	3,770,837	98.10%	38,661	3,809,498	99.1%	370,088	9.71%
2004	4,052,505	3,991,470	98.49%	36,014	4,027,484	99.4%	395,109	9.81%

CITY OF PRAIRIE VILLAGE
 ASSESSED AND ESTIMATED ACTUAL VALUE
 OF TAXABLE PROPERTY (1)
 LAST TEN YEARS
 December 31, 2004
 (Unaudited)

Fiscal Year	<u>Real Property(1)</u>		<u>Personal Property(2)</u>		Total Assessed Value	Estimated Actual Value	Ratio of Assessed Value to Estimated Actual Value
	Assessed Value	Estimated Actual Value	Assessed Value	Estimated Actual Value			
1995	\$ 151,740,491	\$ 1,198,354,400	\$ 9,837,598	\$ 31,458,190	\$ 161,578,089	\$ 1,229,812,590	13.14%
1996	152,606,792	1,205,195,550	9,692,058	31,101,793	162,298,850	1,236,297,343	13.13%
1997	169,247,103	1,336,610,601	10,124,998	32,521,001	179,372,101	1,369,131,602	13.10%
1998	172,775,588	1,364,476,426	10,362,079	33,337,140	183,137,667	1,397,813,566	13.10%
1999	200,122,603	1,444,363,130	11,650,365	37,617,358	211,772,968	1,481,980,488	14.29%
2000	212,804,428	1,680,599,839	11,111,072	35,917,337	223,915,500	1,716,517,176	13.04%
2001	224,870,291	1,775,888,681	11,255,014	36,364,658	236,125,305	1,812,253,339	13.03%
2002	233,177,860	1,841,496,804	10,972,412	35,413,694	244,150,272	1,876,910,498	13.01%
2003	240,559,204	1,899,790,166	10,049,767	32,312,991	250,608,971	1,932,103,157	12.97%
2004	246,178,002	2,072,880,390	9,613,535	30,783,709	255,791,537	2,103,664,099	12.16%

- (1) - The County Assessor values real property as required by State Statute and rulings of the State Board of Tax Appeals. Prior to 1989, real property was valued at 24% of estimated values. Real property is now valued at different percentages which reflect the property's use. Residential land, improvement, and vacant lots (estimated at 83% of real property) are assessed at 11.5% of actual value. Commercial land and improvements (estimated at 17% of real property) are assessed at 25% of actual value.
- (2) - Assessed personal property is assessed at 30% of actual value. State assessed utilities are assessed at 33% assessed at 33%.

CITY OF PRAIRIE VILLAGE, KANSAS

PROPERTY TAX RATES DIRECT AND OVERLAPPING GOVERNMENTS
 PER \$1,000 OF ASSESSED VALUATION
 LAST TEN YEARS
 December 31, 2004
 (Unaudited)

Year Ended December 31,	State	City	County	School District	Johnson County Community College	Consolidated Fire District	Unified Waste Water	Johnson County Library	Johnson County Parks and Recreation
1995	1.5	16.336	16.5630	61.7790	9.314	7.410	6.140	3.419	1.620
1996	1.5	16.369	16.5900	56.2330	8.946	8.107	6.041	3.478	1.620
1997	1.5	16.379	15.3050	51.8080	8.540	7.529	5.938	3.254	1.512
1998	1.5	16.011	14.3450	42.9680	7.746	7.522	5.704	3.174	1.437
1999	1.5	13.827	16.1120	41.2460	7.184	6.868	5.166	3.137	1.451
2000	1.5	13.324	15.6760	40.3270	7.646	7.197	4.647	2.981	1.322
2001	1.5	13.382	16.3330	38.6990	7.743	7.703	4.181	2.971	1.382
2002	1.5	15.744	16.2210	42.2380	9.428	8.008	0.000	2.948	1.602
2003	1.5	15.765	16.3810	37.7740	9.432	9.240	0.000	2.954	2.365
2004	1.5	15.843	16.0410	42.6550	9.438	9.241	0.000	2.956	2.367

Information provided by the Johnson County, Kansas County Clerk's Annual Abstract of Taxes.

CITY OF PRAIRIE VILLAGE, KANSAS

PRINCIPAL TAXPAYERS

December 31, 2004

(Unaudited)

<u>Taxpayer</u>	<u>Type of Business</u>	2004 <u>Assessed</u> <u>Valuation</u>	% of Total <u>Assessed</u> <u>Valuation</u>
Highwoods Realty Limited	Real Estate	\$ 15,053,047	5.88%
SM Properties, L.P.	Real Estate	2,817,501	1.10%
Kansas City Power & Light	Utility	2,562,409	1.00%
Kenilworth L.L.C.	Real Estate	1,769,839	0.69%
May Department Stores	Real Estate	1,543,425	0.60%
CNL Retirement	Adult living facility	1,355,988	0.53%
Melody W. Sutherland	Real Estate	1,045,000	0.41%
Southwestern Bell Telephone	Utility	955,320	0.37%
Cornith Paddock, L.L.C.	Real Estate	828,886	0.32%
Meadowbrook Center, L.L.C.	Real Estate	<u>742,051</u>	<u>0.29%</u>
Total		<u>\$ 28,673,466</u>	<u>11.21%</u>

CITY OF PRAIRIE VILLAGE, KANSAS
COMPUTATION OF LEGAL DEBT MARGIN
December 31, 2004
(Unaudited)

Total assessed value	\$ 255,791,537
Debt limitation percentage in accordance with K.S.A. 10-308	<u> x 30%</u>
2004 debt limitation	76,737,461
Bond indebtedness	<u> 2,985,000</u>
Legal debt margin	<u>\$ 73,752,461</u>

CITY OF PRAIRIE VILLAGE, KANSAS

RATIO OF NET GENERAL OBLIGATION BONDED DEBT TO ASSESSED
VALUE AND NET GENERAL OBLIGATION DEBT PER CAPITA

LAST TEN YEARS

December 31, 2004

(Unaudited)

<u>Year Ended</u> <u>December 31,</u>	<u>Population(1)</u>	<u>Assessed</u> <u>Value</u>	<u>Gross</u> <u>Bonded</u> <u>Debt</u>	<u>Less</u> <u>Debt</u> <u>Service</u> <u>Fund</u>	<u>Net</u> <u>Bonded</u> <u>Debt</u>	<u>Ratio of</u> <u>Net</u> <u>Bonded</u> <u>Debt to</u> <u>Assessed</u> <u>Value</u>	<u>Net</u> <u>Bonded</u> <u>Debt per</u> <u>Capita</u>
1995	23244	\$ 161,578,089	\$ 4,330,000	\$ 157,652	\$ 4,172,348	2.58%	\$ 179.50
1996	23056	162,298,089	4,015,000	124,776	3,890,224	2.40%	168.73
1997	23545	179,372,101	3,685,000	51,612	3,633,388	2.03%	154.32
1998	23545	183,137,667	3,335,000	52,437	3,282,563	1.79%	139.42
1999	23365	211,772,968	4,790,000	1,669,821	3,120,179	1.47%	133.54
2000	22072	223,915,500	6,080,000	1,653,124	4,426,876	1.98%	200.57
2001	21962	236,125,305	4,130,000	-	4,130,000	1.75%	188.05
2002	21514	244,150,272	3,765,000	21,308	3,743,692	1.53%	174.01
2003	21514	250,608,971	3,385,000	20,601	3,364,399	1.34%	156.38
2004	21729	255,791,537	2,985,000	48,181	2,936,819	1.15%	135.16

(1) Information provided by the Johnson County Economic Research Institute.

CITY OF PRAIRIE VILLAGE, KANSAS

RATIO OF ANNUAL DEBT SERVICE EXPENDITURES FOR GENERAL
OBLIGATION DEBT TO GENERAL GOVERNMENTAL EXPENDITURES
LAST TEN YEARS
December 31, 2004
(Unaudited)

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>General Governmental Expenditures (1)</u>	<u>Ratio of Debt Service to General Governmental Expenditures</u>
1995	\$ 445,000	\$ 301,837	\$ 746,837	\$ 12,657,080	5.90%
1996	315,000	249,476	564,476	14,200,311	3.98%
1997	330,000	229,764	559,764	14,119,367	3.96%
1998	350,000	209,098	559,098	14,114,024	3.96%
1999	205,000	271,113	476,113	14,596,756	3.26%
2000	310,000	264,315	574,315	19,133,438	3.00%
2001	1,950,000 (2)	288,814	2,238,814	16,346,548	13.70%
2002	365,000	186,843	551,843	18,615,488	2.96%
2003	380,000	170,785	550,785	14,583,476	3.78%
2004	400,000	154,154	554,154	16,193,585	3.42%

(1) Includes General, Special Revenue, Debt Service and Capital Project Funds.

(2) \$1,760,000 of \$1,950,000 of principal was due to cross-over refunding of proceeds received in fiscal year 2000.

CITY OF PRAIRIE VILLAGE, KANSAS

COMPUTATION OF DIRECT AND OVERLAPPING DEBT

December 31, 2004

(Unaudited)

<u>Name of Governmental Unit</u>	<u>Net Debt Outstanding</u>	<u>Percentage Applicable to City of Mission</u>	<u>Amount Applicable to City of Mission</u>
Direct debt:			
City of Prairie Village, Kansas	<u>\$ 2,985,000</u>	100.00%	<u>\$ 2,985,000</u>
Overlapping debt: (1)			
Johnson County	140,460,000	3.82%	5,365,572
Shawnee Mission School (U.S.D. 512)	168,180,000	9.02%	15,169,836
Fire District #2	2,030,000	38.33%	778,099
Johnson County Community College	13,270,000	3.82%	506,914
Johnson County Parks and Recreation	<u>5,825,000</u>	3.82%	<u>222,515</u>
Total overlapping debt	<u>329,765,000</u>		<u>22,042,936</u>
Total direct and overlapping debt	<u>\$ 332,750,000</u>		<u>\$ 25,027,936</u>

(1) Information provided by Johnson County Clerk's Office.

CITY OF PRAIRIE VILLAGE, KANSAS

DEMOGRAPHIC STATISTICS
LAST TEN YEARS
December 31, 2004
(Unaudited)

<u>Fiscal Year</u>	<u>Population (1)</u>	<u>School Enrollment</u>	<u>Unemployment Rate (1)</u>
1995	23,244	5,735	1.6%
1996	23,056	5,811	1.8%
1997	23,545	6,027	1.4%
1998	23,545	7,002	1.6%
1999	23,365	7,219	1.1%
2000	22,072	6,682	1.5%
2001	21,962	6,954	3.7%
2002	21,514	6,750	4.3%
2003	21,514	6,573	3.9%
2004	21,729	6,563	4.3%

(1) Obtained from Johnson County Economic Research Institute and Bureau of Census.
Unemployment rates are for Johnson County.

CITY OF PRAIRIE VILLAGE, KANSAS
PROPERTY VALUE, CONSTRUCTION AND
BANK DEPOSITS
LAST TEN YEARS
December 31, 2004

Fiscal Year	Commercial Construction		Residential Construction		Total Real Property Value (in thousands)	Bank Deposits (3)
	Number of Permits (1)	Value (2)	Number of Permits (1)	Value (2)		
1995	1	\$ 3,690,428	2	\$ 527,000	\$ 1,198,354	\$ 617,858
1996	1	437,079	2	263,268	1,205,196	584,047
1997	1	9,148,000	1	135,000	1,336,611	582,147
1998	2	2,079,801	3	1,170,865	1,364,476	570,515
1999	-	-	11	4,707,117	1,444,363	619,678
2000	-	-	10	5,207,400	1,680,600	572,249
2001	11	8,191,907	5	3,151,805	1,775,889	599,898
2002	-	-	3	1,257,000	1,841,497	672,998
2003	1	1,000,000	2	992,000	1,899,790	717,957
2004	1	1,700,000	1	512,000	2,212,000	715,413

(1) Determined from building permit information.

(2) From the assessed and estimated actual value table in this section.

(3) Source: Federal Depository Insurance Corporation

CITY OF PRAIRIE VILLAGE, KANSAS

MISCELLANEOUS STATISTICS

December 31, 2004

(Unaudited)

Date of incorporation	1951
Form of government	Council/Mayor with City Administrator
Full-time City employees	97
Area in square miles	6.70
City of Prairie Village facilities and services:	
Miles of streets	112.5
Number of street lights	1,990
Culture and recreation:	
Parks	9
Park acreage	64
Swimming pools	5
Golf courses (private)	1
Police protection:	
Number of stations	1
Number of police personnel and officers	42
Education:	
Number of private schools	4
Number of elementary school	5
Number of junior high schools	2
Number of senior high schools	1

ACTION REQUESTED

07/05/2005

From Council Committee of the Whole – Kay Wolf

POL2004-08 Consider Project 190841: Mission Road 71st to 75th

2
MOVE THE COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH AFFINIS CORPORATION, INC. IN THE AMOUNT OF \$59,300.00 WITH FUNDING FROM THE CAPITAL INFRASTRUCTURE PROGRAM

POL2004-09 Consider Project 190848: Mission Road – Somerset to 83rd

2
MOVE THE COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH AFFINIS CORPORATION, INC. IN THE AMOUNT OF \$24,000.00 WITH FUNDING FROM THE CAPITAL INFRASTRUCTURE PROGRAM

POL2004-10 Consider Project 190847: 2005 Paving Program

2
MOVE THE COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH AFFINIS CORPORATION IN THE AMOUNT OF \$97,200.00 WITH FUNDING FROM THE CAPITAL INFRASTRUCTURE PROGRAM

COU2005-04 Consider Project 190853: School Zone Flashing Beacons Bid Award

MOVE THE COUNCIL APPROVE THE CONSTRUCTION CONTRACT WITH WILDCATE CONSTRUCTION COMPANY FOR PROJECT 190853: SCHOOL ZONE FLASHING BEACONS IN THE AMOUNT OF \$118,600 WITH FUNDING FROM THE CAPITAL INFRASTRUCTURE PROGRAM AND A TRANSFER OF \$26,600 FROM THE CAPITAL INFRASTRUCTURE PROGRAM – STREET UNALLOCATED

COU2005-11 Consider Employee Benefit Program for 2005-06

MOVE THE CITY COUNCIL AUTHORIZE THE RENEWAL OF THE FOLLOWING EMPLOYEE BENEFIT PLANS FOR 2005-06:

1. THE CURRENT HEALTH INSURANCE PLAN PROVIDED BY UNITED HEALTH CARE WITH AN 8% INCREASE IN PREMIUMS.
 2. THE CURRENT DENTAL INSURANCE PLAN PROVIDED BY DELTA DENTAL WITH NO CHANGE IN PREMIUM.
 3. THE CURRENT LIFE INSURANCE PLAN PROVIDED BY STANDARD INSURANCE WITH NO CHANGE IN PREMIUM.
 4. THE CURRENT LONG TERM DISABILITY INSURANCE PLAN PROVIDED BY JEFFERSON PILOT WITH NO CHANGE IN PREMIUM.
- WITH THE CITY RETAINING THE CURRENT EMPLOYEE/EMPLOYER ALLOCATION FOR MONTHLY PREMIUM COSTS.

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

Monday, July 5, 2005

**COUNCIL
CITY OF PRAIRIE VILLAGE
June 20, 2005
-Minutes-**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 20, 2005, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Acting Council President Al Herrera called the meeting to order with the following Council members responding to roll call: Bill Griffith, Ruth Hopkins, Steve Noll, Greg Colston, Andrew Wang, Laura Wassmer, Pat Daniels, Jeff Anthony and David Belz.

Also present were: Barbara Vernon, City Administrator; Charles Wetzler, City Attorney; Charles Grover, Chief of Police; Bob Pryzby, Director of Public Works; Jamie Shell, Finance Director; Doug Luther, Assistant City Administrator; Tom Trienens, Manager of Engineering Services and Joyce Hagen Mundy, City Clerk.

PUBLIC PARTICIPATION

Dawn Olney, 8936 Cedar Lane, addressed the Council with her concerns at the quoted cost of the proposed condominiums on the Meadowbrook Country Club property. She does not oppose the condominiums; only the price range of \$750,000 and up. She recently participated in the Citizen Vision Sessions where the need for affordable housing was discussed particularly for retired citizens and young families. Mrs. Olney distributed a copy of May 12, 2004 article from the Kansas City Star reporting the results of a study on housing in Johnson County that clearly revealed the lack of affordable housing for low and moderate income families. The study showed the mean sales prices for a home in 2002 as \$213,515 meaning a family would need an income of \$55,826 to afford that home. Mrs. Olney urged to City Council to remember the need for affordable housing in looking at redevelopment.

Arthur Hahn, 5008 Tomahawk Road, noted for the past 46 years he has experienced significant flooding of his property and home during periods of heavy rainfall. Mr. Hahn was very pleased to report to the City Council that after the recent storm drainage improvements made by the City to the property surrounding his, during

the significant rainfall of a few weeks ago, he experienced no water or flooding problems. He thanked the Council for approving the funding the improvements to address the problems experienced by himself and his neighbors.

Ron May, 8001 Nall Avenue, commended the City on the new skate park, noting it was one of the best facilities in the area. However, he expressed concern with the prohibition of bikes on the skate park. He noted several other parks in the area allow bikes on their facilities and presented information to the Council from the United States Skatepark Association supporting the use of skateparks by bikers.

Laura Wassmer asked if skateboarders and bikers could use the facility at the same time. Ron responded this can be and is done successfully at other facilities.

Ruth Hopkins recommended he address the Park & Recreation Committee with his concerns as they established the guidelines for the skate park facility..

Bob Pryzby noted the Park & Recreation Committee did consider the issue of bikes on the skate park and found through their research the metal pegs of can damage the concrete surface of the skate park. Mr. Pryzby also noted that bikers were not involved in the fund raising efforts of the ad hoc skate park committee. Ron responded that one of their bikers was involved on the original committee and were not aware of the continuing involvement of the committee.

Bill Griffith explained that although the City Council makes the ultimate decisions, they act on the recommendation of committees and reinforced Mrs. Hopkins recommendation that Ron discuss his concerns with the Park & Recreation Committee at their next meeting on the 2nd Wednesday in July.

Al Herrera recognized two boy scouts attending the meeting.

CONSENT AGENDA

Andrew Wang requested that #4 be removed from the Consent Agenda. Bill Griffith moved approval of the Consent Agenda for Monday, June 20, 2005 as amended:

1. Approve Regular Council Meeting Minutes – June 6, 2005
2. Approve Claims Ordinances #2610 through #2612
3. Approve the disposal of Asset # 1297 Fax Machine either by auction or destruction
4. Removed for discussion
5. Approve the following Villagefest contracts:
 - Food Service Agreement with Hy-Vee
 - Kansas City Chiefs for \$550 for two hour KC Wolf appearance
 - Kansas City Royals for \$600 for a two- hour slugger appearance
 - All Seasons for \$645 for rental of the main stage tent

Hiccup Production, Inc for \$1,500 for one hour Jim Cosgrove show, ½ hour Dino O'Dell show and rental of a sound system for the day
Jerry's Exotic Animals for \$1,480 for a petting zoo and pony rides
Vodvill Entertainment for \$450 for Uncle Sam on Stilts
Wacky Banana for \$1,575 for the Rock climb Obstacle Course, 4 in 1 Moon Walk, and Big Kahuna Slide
Party Adventures for \$1,120 for clowns and magicians
Beaks N' Wings for a free demonstration of exotic birds
Clement McRae Puppet Company for \$725 for four 20 minute puppet shows
Kansas City T-Bones for \$60 for a two hour Sizzle appearance
Linda McGuicken for \$170 for two hours as a face painting clown

6. Approve a short-term Special Use Permit for a skate-boarding exhibition by Escapist Skateboard on July 4th with authorization for a tent to be set up and merchandise sold with the Council waiving Council Policy #640
7. Reject the bid from McAnany Construction, Inc. for Project 90854: 2005 Pavement Repair Program and authorize the project to be rebid
8. Approve the Design Engineering Agreement with The Larkin Group for Project 190708: Tomahawk Road – Roe Avenue to Nall Avenue at a cost of \$212,000.00 and authorize a transfer of \$133,500 from Unallocated Drainage to Project 190708
9. Approve the agreement with The Larkin Group, Inc. in the amount of \$76,000 for a concept study for Project 190707: Delmar and Fontana Drainage and authorize a transfer of \$22,850 from Unallocated Drainage to Project 190707
10. Approve Interlocal Agreements with the Cities of Leawood, Fairway and Mission Hills for the installation of School Zone Beacons and Signs

A roll call vote was taken with the following members voting "aye": Griffith, Hopkins, Noll, Colston, Wang, Wassmer, Daniels, Anthony and Belz.

Andrew Wang asked why the pool fee was included on the Consent Agenda. Barbara Vernon responded City staff does not have the authority to charge less the Council approved fees without Council approval.

Andrew Wang moved the City Council approve a discounted rate of \$2.00 each for the Mac N Seitz Indians 8 and under baseball team for three visits to the Prairie Village Pool in the evening after practice. The motion was seconded by Bill Griffith and passed unanimously.

COMMITTEE REPORTS

Legislative/Finance Committee – Bill Griffith & Ruth Hopkins

LEG2005-16 Consider Council Policy #055 Telecommunication and Cable Application Fees

Bill Griffith noted that several years ago a large number of companies were asking for franchises with the City and staff spent considerable time on negotiating agreements with the companies either not providing services within the City or payment to the City. With that history in mind, the City raised the filing fee for franchises and required more assurances from applying companies. It has been discovered the city's fees are substantially higher than other cities and several residents have requested more

franchise service; therefore, the Legislative/Finance Committee is recommending a reduction in the filing fees for telecommunication and cable franchises. In order to address the potential for excessive attorney fees in conjunction with these applications, the new policy retains the option for the City to charge these fees back to the applicant.

David Belz asked if there were other means to determine the financial stability of applicants. Mr. Griffith responded most companies applying are not publicly traded entities making this information more difficult to determine.

On behalf of the Legislative/Finance Committee, Bill Griffith moved the City Council amend Council Policy #055 entitled "Telecommunication and Cable Franchise Application Fees" establishing the following fees: Telecommunications Franchise Application Fee - \$1,000 and Cable Franchise Application Fee - \$1,000 with a provision that the City may charge the applicant for expenses incurred related to negotiating the telecommunications or cable franchise agreement. The motion was seconded by Ruth Hopkins and passed unanimously.

LEG2005-15 Consider change in City ordinance regarding "Criminal Use of Weapons"

Mr. Griffith said the Legislative/Finance Committee also deleted without action a proposed amendment to the City's Public Offense Code which would bring the City's ordinance into conformance with State Statute. He said committee members felt the recent change in the statutes which pre-empted the City's ability to regulate firearms in vehicles was an intrusion into the City's right to home rule. However, the Police Department will need to enforce the applicable Statute. The Committee's decision was made in protest of the State Legislature's actions.

LEG2005-12 Consider 2006 Solid Waste Management Services Agreement

Ruth Hopkins reported Doug Luther negotiated a multi-year agreement for the City's trash, recycling and composting services. The agreement retains the current rate of \$11.97 per household/month for 2006. For years 2007 through 2009, Deffenbaugh could request a rate increase based on a Refuse Rate Index which takes into consideration cost increases in areas such as labor costs, fuel costs and vehicles. However, the annual increases would be limited to a 4% cap. The large-item collection costs would remain at their current level through 2009.

On behalf of the Legislative/Finance Committee, Ruth Hopkins moved the City Council approve the agreement with Deffenbaugh Industries for Solid Waste, Recyclables, Compostables and Bulky Item Collection. The motion was seconded by Bill Griffith and passed unanimously.

Council Committee of the Whole – Steve Noll

POL2005-10 Consider Project 190715: 2005 Storm Drainage Repair Program

On behalf of the Council Committee of the Whole, Steve Noll moved the City Council award the construction contract for Project 190715: 2005 Storm Drainage Repair Program to Wiedenmann & Godfrey Construction in the amount of \$608,300.00 using project funds in the Capital Infrastructure Program and transferring \$88,000 from Capital Infrastructure Program Drainage Unallocated Funds. The motion was seconded by David Belz and passed by a vote of 9 to 0 with Bill Griffith abstaining.

OLD BUSINESS

David Belz asked if there were any structures in the City the height of the proposed units for Meadowbrook Country Club. Doug Luther stated the height of the communications tower at City Hall is 150 feet which is roughly the equivalent of 13 stories. Barbara Vernon stated the Planning Commission would require some kind of visual presentation that would reflect the height of the units relative to surrounding properties.

NEW BUSINESS

Bill Griffith asked how many medic calls have been placed since the opening of the skate park. Chief Grover responded only two or three with minor injuries. He noted the police department is keeping a running list of issues and problems resulting from the skate park.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Smoke Free Workplace Task Force		06/21/2005	7:00 p.m.
Environmental/Recycle Committee		06/22/2005	7:15 p.m.
VillageFest Committee		06/23/2005	7:00 p.m.
Comprehensive Plan Steering Committee		06/29/2005	5:30 p.m.
Policy/Services Committee	Tuesday	07/05/2005	6:00 p.m.
Legislative/Finance Committee	Tuesday	07/05/2005	6:00 p.m.
Council	Tuesday	07/05/2005	7:30 p.m.

The Prairie Village Arts Council is pleased to feature an exhibit of Regina Hellebuyck, Tina Wilke & Mary Mayfield's Pastels in the R.G. Endres Gallery during the month of June. In July Marearl Denning's pottery & photography will be featured in the R. G. Endres Gallery. The reception will be on July 8th from 6:30 – 7:30 p.m.

Swimming Pool and other recreational program membership are now on sale in the Municipal Building. Information & applications for all recreational programs can be found on the City's website www.pvkansas.com.

The first Moonlight swim of the season will be on June 24 from 8:30 to 10:00 p.m.

June 28th and June 30th the pool complex will close at 5:00 p.m. for Dive & Swim team meets.

Plan to attend Villagefest 2005 on July 4th! You will find a schedule of events in your informational items and on the City's website www.pvkansas.com. Also there is free swim for all Prairie Village residents – pool complex closes at 6:00 p.m.

City offices will be closed on July 4th in observance of the holiday. Deffenbaugh also observes this holiday; therefore, trash pickup within the City will be delayed one day all week.


The 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 8:05 p.m.

Joyce Hagen Mundy
City Clerk

CITY OF PRAIRIE VILLAGE

TO: MAYOR & CITY COUNCIL
FROM: DOUG LUTHER 
SUBJECT: SOLID WASTE ASSESSMENT FOR 2004
DATE: 21 JUNE, 2005
CC: BARBARA VERNON

On 20 June, 2005 the City Council approved an extension of the City's Solid Waste/Recycling/Composting contract with Deffenbaugh. The contract price for the 2006 calendar year will be \$143.64/household/year, or \$11.97/household/month.

This program is funded through user fees charged to residents participating in the program. The charge is made by placing a special assessment on the tax bill of participating properties. Each year, the City Council establishes the assessment rate. This rate needs to be set for 2006

The current assessment rate is \$12.24/month. Staff recommends a solid waste assessment of \$12.30/month for 2006. The difference between the contract price and the assessment amount reflects the City's costs for administering the solid waste program.

The proposed assessment level represents an increase of 3% from the 2003 amount.

RECOMMEND THE CITY COUNCIL ESTABLISH A SPECIAL ASSESSMENT IN THE AMOUNT OF \$147.60/YEAR FOR EACH PROPERTY PARTICIPATING IN THE CITY'S SOLID WASTE MANAGEMENT PROGRAM.

This item has been placed on the 5 July, 2005 Consent Agenda for your consideration.

COUNCIL COMMITTEE OF THE WHOLE

June 20, 2005

The Council Committee of the Whole met on Monday, June 20, 2005 at 6:00 p.m. The meeting was called to order by Acting Council President Al Herrera with the following members present: Bill Griffith, Steve Noll, Ruth Hopkins, Greg Colston, Andrew Wang, Laura Wassmer, Pat Daniels, Jeff Anthony and David Belz. Staff members present: Barbara Vernon, City Administrator; Charles Wetzler, City Attorney; Charles Grover, Chief of Police; Bob Pryzby, Director of Public Works; Doug Luther, Assistant City Administrator; Jamie Shell, Finance Director and Joyce Hagen Mundy, City Clerk.

POL2005-10 Consider Construction Bids Project No. 190715: 2005 Storm Drainage

On May 27, 2005, the City Clerk opened bids for Project 190715: 2005 Storm Drainage Repair Program and 2005 Curb Inlet Program. Four bids were received for the Storm Drainage Repair Program and two bids were received for the Curb Inlet Program:

2005 Storm Drainage Repair Program

Wiedenmann & Godfrey Construction	\$608,300.00 (2.9% over EE)
Pyramid Construction	\$737,305.00
Barge-Turley Construction	\$787,000.00
Dennis Johnson Construction	\$795,555.00
Engineer's Estimate	\$591,358.00

2005 Curb Inlet Program

Pyramid Construction	\$243,324.00(16.8% over EE)
Wiedenmann & Godfrey Construction	\$288,415.00
Engineer's Estimate	\$208,318.00

On June 6, 2005, the City Council Policy Services Committee discussed the awarding of this project. The Policy Services Committee directed staff to contact each of the bidders to seek revised bids that would be less than the engineer estimate. Public Works staff contacted each bidder and found no bidder willing to revise their individual bid.

Bob Pryzby stated public works staff recommends awarding the 2005 Storm Drainage Repair Program to Wiedenmann & Godfrey Construction. Conversations with other Public Works Directors and recent newspaper articles verify that construction bids being opened at this time are coming in higher than the engineer estimates. The low bid is \$129,000 less than the next bid amount. It is to the advantage of the City to avail them-selves of this low bid based on the current bidding climate.

Mr. Pryzby noted funding is available in the Capital Infrastructure Program Drainage Program with a transfer of \$88,000 required from Drainage Unallocated to this project.

Ruth Hopkins expressed concern with awarding a contract against the city's charter ordinance. Mr. Pryzby responded this situation is similar to the one with McAnany that was awarded at the last meeting. Mrs. Hopkins responded that in that instance the City Attorney felt it would be

appropriate as McAnany was the only bidder. Mr. Pryzby responded that all four bidders were given the opportunity to resubmit bids.

David Belz stated he felt the Council should accept the low bid submitted and review the ordinance for possible changes to more accurately address the engineer's estimate as an estimate perhaps adding authorization to accept a bid within a stipulated percent of the engineer's estimate rather than the exact estimate.

David Belz made the following motion, which was seconded by Laura Wassmer and passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE THE AWARD OF
THE CONSTRUCTION CONTRACT FROM PROJECT 190715: 2005
STORM DRAINAGE REPAIR PROGRAM TO WIEDENMANN &
GODFREY CONSTRUCTION FOR \$608,300.00 WITH FUNDING FROM
THE CAPITAL INFRASTRUCTURE PROGRAM AND THE TRANSFER
OF \$88,000 FROM CAPITAL INFRASTRUCTURE PROGRAM DRAINAGE
UNALLOCATED**

**COUNCIL ACTION TAKEN
6/20/2005**

Bob Pryzby advised that both of the bids received on May 27, 2005 for the 2005 Curb Inlet Program exceeded the engineer's estimate and he recommends the City Council reject all bids for the program.

Laura Wassmer asked what was included in this program. Mr. Pryzby responded it includes the repair of drainage inlets on the side of the streets and noted it would be rebid at a later date.

Greg Colston made the following motion, which was seconded by Andrew Wang and passed unanimously:

**RECOMMEND THE CITY COUNCIL REJECT ALL BIDS RECEIVED
FOR THE 2005 CURB INLET PROGRAM**

**COUNCIL ACTION TAKEN
6/20/2005**

COU2005-08 Consider Request for Proposal for Compensation and Benefits Consulting Services

Jamie Shell stated at the June 6th Council Meeting staff was directed to prepare a request for proposal for compensation and benefits consulting services. The scope of services identified in the request for proposal is as follows:

1. Conduct a job analysis and develop valid job descriptions for each employee classification. Mr. Shell stated he feels this is essential to ensure an accurate comparison of job classifications with other cities and companies. He noted many of the city's existing job descriptions have not been updated in several years.
2. Evaluate the competitiveness of the City's existing compensation and benefits plans with other public and private sector organizations. Mr. Shell noted this is a change as the current compensation ranges are only compared with governmental entities.

3. Establish compensation administration methods and wage scales to ensure external competitiveness and internal equity necessary to attract and retain valuable employees. With this step, the City is looking for a matrix that will provide ongoing adjustments throughout the years and maintain the integrity of the system without having to revise it every five years.
4. Perform a cost analysis for the implementation of any proposed change to the City's compensation and benefit plans.
5. Evaluate the City's current evaluation process and if necessary, make recommendations on how to implement a standard evaluation process that effectively incorporates the City's compensation plan. Mr. Shell noted that after evaluation the city's existing evaluation process may not require any changes.
6. Make informal oral presentations of findings as necessary with City staff and hold at least one formal meeting with the City Council.
7. Complete the requested services within 90 calendar days of commencement. Mr. Shell questioned if the study could be completed within this length of time based on the scope presented.

Greg Colston asked if there would be any quantitative documentation presented with #2 and if a formal written report will be presented in addition to the informal oral presentation. Mr. Shell responded that an evaluation of competitiveness is generally an opinion which the consultant may be able to document quantitatively. He stated a formal written report would be presented with the informal oral presentation done before the final written report as a preliminary report.

Jeff Anthony agreed with Mr. Shell that it is unlikely the study could be completed in 90 days and questioned if it could be made as an informal request. He noted the job analysis component is going to be very time consuming and he feels will add significant costs to the study. He feels this could be done internally. He asked how many job classifications the city has in place. Mr. Shell responded 29.

Andrew Wang asked the reason for the 90 day time constraint. Mr. Shell responded it was the length of time used during earlier discussions, but there is no specific reason for the 90 day deadline. He stated if the analysis of the job descriptions was removed it may be possible to complete the study in 90 days.

Laura Wassmer is concerned with the relationship between the performance evaluations and the salary adjustments. Mr. Shell responded the Department Managers do a very good job coordinating the performance evaluations with salary adjustments.

Steve Noll arrived.

Based on the recent dissatisfaction of Council with study results, Andrew Wang suggested meeting at the beginning of the process to get an idea of the end product. Mr. Shell responded staff discussed asking the consultants to submit an example of a previous study completed but questioned the feasibility because of the disclosure of possible proprietary information.

Barbara Vernon stated the City Council Policy on consultants includes in the selection process interviews by the appropriate committee during the selection process and noted these questions could be addressed at that time.

David Belz asked what the financial impact would be of including both public and private organizations in the study, noting if the cost was not significant he would like to get the

perspective of both. Mr. Shell responded it would probably depend on the size of the consultant and if they had access to data bases from both public and private entities.

Ruth Hopkins agreed that both public and private organizations should be included as, with the exception of police officers, the City is competing with private companies for employees. She asked Mr. Shell what he felt would be a more appropriate time frame. He responded it could be left open or possibly be expanded to 180 days.

Al Herrera asked if Mr. Shell had spoken with any consultants. Mr. Shell stated he had spoken briefly with CBIZ. He stated his goal is for the study to produce a plan that can be adopted as policy and retain its integrity. He does not want the City to be in this same position in five years.

Ruth Hopkins made the following motion, which was seconded by Pat Daniels:

RECOMMEND THE CITY COUNCIL APPROVE THE REQUEST FOR PROPOSAL FOR COMPENSATION AND BENEFITS CONSULTING SERVICES WITH #7 UNDER THE SCOPE OF WORK TO BE CHANGED FROM 90 DAYS TO 180 DAYS AND AUTHORIZE THE DISTRIBUTION OF THE REQUEST FOR PROPOSAL

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Jeff Anthony stated he felt the scope of services should be reduced. He felt the consultant would be comparing general job classifications with general job classifications and the need for a job analysis by the consultant was not necessary. This function could be done internally.

Laura Wassmer suggested employees update their job descriptions and questioned how long the process would take. Mr. Shell responded a full scale evaluation was recently done on one job classification and it took several months. He stated a consultant would be more versed in identifying core elements of a position. Ms Wassmer stated she agreed with Mr. Anthony and felt the employees could identify what they do with 80% of their time. Mr. Shell responded if the City was to conduct the job analysis , he felt it would delay the process by two months.

Ruth Hopkins stated she had problems with employees writing their own job descriptions. She would be more comfortable with the consultant gathering the information from employees and verifying it with administrative staff. Mr. Shell confirmed the evaluations would be reviewed by management staff and not done solely by employees.

Ms Wassmer stated she did not feel a consultant was required to conduct job evaluations.

Mr. Anthony stated the employees would provide significant input with supervisor's determining what is formally written as the job description.

Andrew Wang asked if it would be possible to leave the development of job descriptions in the scope and ask the consultant during the interview process if he/she to address the need for the analysis of the job descriptions allowing the city to move forward.

David Belz asked if there was someone on staff who could provide assistance with the development of job descriptions. Mr. Shell responded the Human Resources Specialist could do some of the evaluations, but noted he did not want to speak for the Department Managers.

Pat Daniels moved to amend the motion with #1 under Scope of Work reading: "Conduct a job analysis and **evaluate** valid job descriptions for each employee classification." The motion failed for the lack of a second.

Laura Wassmer stated she felt employees could revise their job descriptions and have them reviewed by managers.

Bill Griffith arrived.

Jamie Shell stated Department Managers would need to drop what they are doing to undertake this task and he was uncertain if even after being updated internally, the job descriptions would be written to allow for an accurate comparison with similar positions in other organizations.

Jeff Anthony stated he felt the Council needs to take leadership and instruct the staff on what should be done and he does not feel the consultant should be asked to evaluate job descriptions.

David Belz asked if Mr. Shell felt this component was necessary. Mr. Shell responded he did to provide for an accurate comparison with positions in other organizations.

Bill Griffith stated the City Council should authorize the distribution of the requests for proposal and noted if the responses received are not on target with what the Council wants noted they do not have to be accepted. Whatever the response, he feels the City will learn from the process.

The motion was voted on and passed by a vote of 7 to 3 with Noll, Colston and Anthony voting "nay".

COU2005-09 Consider Council Packets

Barbara Vernon stated the Managers group discussed the possibility of changing the day of packet delivery and is exploring various ways to accomplish this. One of the items identified as impacting the earlier delivery of Council packets was the inclusion of the claims ordinances.

One of the changes that would be necessary is the way the Claims Ordinance is handled. There are at least two ways to manage this:

1. Distribute the Claims Ordinances at the Council meeting.
2. Eliminate the Claims Ordinance.

Mrs. Vernon stated initially the City was directed by state statute to prepare and publish claims ordinances. State Statute was changed, allowing cities to adopt the Annual Budget by Ordinance and to publish a quarterly Treasurer's Report. The Statutory requirement that each list of checks written had to be approved by Council and published as an ordinance was no longer in effect. Most cities in Kansas changed their procedures to meet the current statutory requirement. Prairie Village follows the new statute but continues to create Claims Ordinances which are not published but are distributed to Council for approval.

Several years ago, Staff recommended the Claims Ordinance procedure be eliminated in Prairie Village . This would save staff time and the cost of materials to copy these multi-page documents twice each month. Council members at that time said they preferred to review each check before authorizing it to be distributed . They did agree to allow distribution of employee, utility and payments that would be discounted if payment was made early.

Staff recommends preparation of Claims Ordinances be eliminated. Checks would continue to be prepared and distributed after reviewed and approved by the City Treasurer. Payments that exceed budget are not currently approved, that procedure would continue. The only change would be that Council members would no longer have a list of checks to review. The fiscal impact would be a reduction in staff time and material cost.

Steve Noll agreed the public probably does not care about seeing checks; however, he does review and wants to continue to see a listing of checks written and the amount. It does not matter to him if the listing is given to him before or after the checks have been distributed.

Bill Griffith noted more and more things have been given to staff over the past years. He has concerns with the implication more than the reality of checks not being reviewed by the Council and feels the Council needs to continue to see a listing of checks. Mr. Wang asked if he needed to see the checks prior to payment. Mr. Griffith responded the Council doesn't see the breakdown on credit card payments and other individual transactions; therefore, he agrees with Mr. Noll that the listing does not have to be given to Council prior to payment.

Andrew Wang asked if the packet could be produced by PDF format and distributed to Council. Doug Luther stated staff has discussed this option and is testing the electronic distribution of packets.

Ruth Hopkins expressed objection to the distribution of packets electronically. She noted her computer is a family computer and she does not feel she should have to use it to receive and print council packets.

Bill Griffith questioned if the option for PDF or paper copies could be given. Barbara Vernon expressed concerns with doubling staff time with both means of distribution.

Jamie Shell noted that one of the claims ordinances involves the electronic transfer of funds.

Steve Noll stated as long as he can see a listing of all checks written within a 30 day period and can call Mr. Shell for further information or with questions, he does not see the need for Council approval of claims ordinances prior to their distribution.

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

**RECOMMEND THE CITY COUNCIL APPROVE CEASING THE
PRODUCTION OF CLAIMS ORDINANCES FOR COUNCIL APPROVAL
PRIOR TO DISTRIBUTION AND SUBSTITUTE IN ITS PLACE THE
DISTRIBUTION OF A MONTHLY LISTING OF ALL DISBURSEMENTS
TO BE INCLUDED IN THE FIRST COUNCIL PACKET OF THE MONTH
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

With no further business to come before the Council Committee of the Whole, Acting Council President Al Herrera adjourned the meeting at 6:55 p.m.

Al Herrera
Acting Council President

MAYOR'S ANNOUNCEMENTS

Tuesday, July 5, 2005

Committee meetings scheduled for the next two weeks include:

Sister City Committee	07/11/2005	7:00 p.m.
Park and Recreation Committee	07/13/2005	7:00 p.m.
Council Committee of the Whole	07/18/2005	6:00 p.m.
City Council	07/18/2005	7:30 p.m.

The Prairie Village Arts Council is pleased to feature the photographic work of Marearl Denning's pottery & photography in the R. G. Endres Gallery during the month of July. The opening reception will be held on Friday, July 8th from 6:30 – 7:30 p.m.

The Prairie Village Pool is open for its 2005 season. Swimming Pool and other recreational program memberships are on sale in the Municipal Building. Information & applications for all recreational programs can be found on the City's website www.pvkansas.com.

July 7th & 14th the pool will close at 5:00 p.m. for swim meets. July 12th the Slides and Diving well closes at 5:00 p.m. for Dive meet.

The second moonlight swim of the season will be held on Friday, July 15th from 8:30 to 10:00 p.m.

Prairie Village Sister Cities, Cinema in the Chamber will be presenting the international films *Crouching Tiger, Hidden Dragon* on Friday, July 8th and *Chocolat* on Friday, August 12th.

The 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

INFORMATIONAL ITEMS

June 20, 2005

1. Assistant City Administrator Report – June 29, 2005
2. Planning Commission Agenda – July 5, 2005
3. Prairie Village Arts Council Minutes – June 15, 2005
4. Prairie Village Smoke Free Workplace Task Force Minutes – June 21, 2005
5. PV Environmental Committee Minutes – June 22, 2005
6. Villagefest 2005 Committee Minutes – June 23, 2005
7. Prairie Village Park and Recreation Minutes – June 8, 2005
8. Interoffice Memorandum – Police Department Promotions
9. Flyer - Summer Concerts at Prairie Village Shops
10. Mark your Calendar
11. Council Committee Agenda

Assistant City Administrator's Report 29 June, 2005

MARC

Last week, representatives from the *Kansas City Star* met with City Managers and Administrators from across the metro area to discuss a series of articles the *Star* intends to publish. The working title of the series is "Rating the Suburbs." As you might imagine, city representatives had numerous comments and concerns about the project.

The *Star* recently conducted a poll of suburban residents in the metro area in an attempt to determine what makes a "good suburb." By comparing these responses and personal interviews with suburbanites with statistical factors such as crime trends, housing values, public services, tax rates, and others, the *Star* intends to develop series of lists which would rank cities in the metro area. There would also be an "overall" ranking of cities. It is also my understanding that there will be a significant amount of text to accompany and hopefully explain the rankings. MARC will be providing some assistance and analysis on the project. However, MARC will not be a contributing author or have editorial control over the project.

The meeting produced good discussion and city representatives provided ideas and issues for the reporters to consider when developing the series, which will appear sometime this fall.

Parks & Recreation

Pool memberships are still selling well due to the very warm weather. Currently, we are about 219 behind the 2004 total for memberships. Staff expects to exceed the 2004 total once memberships go half price on July 18th. While membership sales have been somewhat stagnant, attendance at the pool has been outstanding. As of Monday, June 27 attendance was the highest at this point in the season since records started being kept in 1998.

Year	Attendance as of Monday, June 27.
1998	16,454
1999	18,928
2000	27,687
2001	23,188
2002	30,856
2003	22,416
2004	20,320
2005	32,236

In August, the Park and Recreation Committee will be meeting in a strategy session to develop a five year master plan for park improvements.

National League of Cities

The National League of Cities Annual Congress of Cities Conference will be held in Charlotte, NC on 6-10 December, 2005. Please let Barbara Vernon or Lori Franke know if you plan to attend.

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, JULY 5, 2005
7:00 P. M.
MULTI-PURPOSE ROOM**

- I. ROLL CALL**

- II. APPROVAL OF PC MINUTES – JUNE 6, 2005**

- III. PUBLIC HEARINGS**

- IV. NON-PUBLIC HEARINGS**

- V. OTHER BUSINESS**
 - Discussion on Lighting Standards**

 - Discussion on Fence Regulations**

- VI. ADJOURNMENT**

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

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

Prairie Village Arts Council
15 June 2005
MINUTES

Present: Randy Kronblad, Chairman, Bob Endres, Bill Rose, Annie Brabson, and Inge Dugan.
Also present: Joan Kemp

Minutes

Minutes from the 18 May meeting were approved as submitted.

Financial Report

Financial reported were approved as submitted

- Mr. Kronblad told members that a final financial report form the Prairie Village Art Show will be available at the next meeting.
- Mr. Endres asked what art was purchased for the City and how much money we spent. Mr. Kronblad noted that two(2) pieces were purchased, one a 2D and the other a 3D (glass bowl). He thought the final price was \$314 and that could be verified at the next meeting also. The members asked where the pieces were located; some had not seen the purchases and would like to view them. Mr. Kronblad explained that he did not know there whereabouts but assumed they were in one of the City staff offices.
- Mr. Kronblad explained that the PVAC has \$200 remaining encumbered to the Kansas Humanities Council as the programs on May 24th did not cost as much as we had budgeted. He went on to explain that this money needs to be "spent" on a project with the Kansas Humanities Council or it will roll back to the City budget. Doug would like to resolve this as soon as possible as it is "old" money still sitting on the books.
 1. Mr. Endres suggested that we use the money to cater a summer picnic and invite City staff i.e. the Mayor, Barbara Vernon, Doug Luther, Police Chief, Connie Walsh, etc.

THE ABOVE WAS MADE A MOTION BY MR. ENDRES AND SECONDED BY MS. BRABSON.

The motion passed.

Council Report: -- Mr. Anthony was not present.

- Mr. Kronblad read a Proclamation from Mayor Ron Shaffer to Joan Kemp thanking her for her long and dedicated service to the Prairie Village Arts Council. Committee members all expressed their appreciation to Joan for her time served.

Report - PV Art Show:

- Ms. Brabson indicated that she thought the Art Show was a "smashing success".
- Mr. Kronblad said he had discussions with Donna Potts during the show and she seemed quite pleased with the turnout and felt it to be very successful.

Report - June Exhibit / Reception

- All members that attended thought it to be a good reception; attendance was quite good.
- It was noted that with three (3) artists in the show we have a better chance of having a higher attendance count.

- Mr. Endres suggested that moving to 2nd Friday may have added to our attendance numbers.

Report - Revising / Expanding publicity efforts

- Jan M. had agreed to do some work in this area but in her absence no discussion took place.

July Exhibit / Reception -

- Volunteers: Annie, Bill, Susan, Randy

Summer Concerts at Prairie Village Shops

- Mr. Kronblad reported that The Prairie Village Merchants Association and the Toon Shop are sponsoring a summer concert series on Friday evenings in "under the Clock Tower". Some of the first concerts are being made possible by the students from the Toon Shop with the instructors playing "back-up". They begin July 8 and continue through the first two Fridays in August. Minsky's will have refreshments available for sale at the concert.

There being no further business, the meeting adjourned.

Randy Kronblad
Chairman

PRAIRIE VILLAGE SMOKE FREE WORKPLACE TASK FORCE
21 June, 2005
Minutes

The Prairie Village Smoke Free Workplace Task Force met at 7:00 pm in the Multipurpose Room. Members present: David Belz, Chairman, Greg Colston, Vice Chairman, Deb Bush, Louie Riederer, Brian Schorgl, and Dr. Brian Weiford. Also present: Mayor Shaffer, Doug Luther, and Nicole Brown.

After committee members introduced themselves, Mr. Belz stated that the committee's purpose is to consider the possibility of Prairie Village adopting a smoke free workplace ordinance similar to one adopted by Kansas City, MO earlier this year. Mr. Belz noted that committee members should have received copies of both the current Prairie Village ordinance and the KCMO ordinance regarding this issue. He noted that, under the KCMO ordinance, office buildings became smoke-free on 31 May, 2005, and restaurants and bars will become smoke free when 85% of the population in the six-county metro area is covered by a similar smoke free workplace ordinance that applies to restaurants and bars.

Ms. Brown reported that Overland Park adopted an ordinance several years ago requiring restaurants that permit smoking to have a separately ventilated smoking area. Some restaurants in Overland Park have voluntarily gone smoke-free. Mr. Riederer said the Overland Park ordinance applies to businesses opening after March, 2001 and businesses that remodel, provided the cost required to comply with the ordinance is 10% or less of the total cost of remodeling.

Mr. Belz asked Mr. Riederer and Mr. Schorgl for their thoughts regarding smoking in their establishments. Mr. Schorgl noted that, at some time, he may be required to make his business smoke-free. Mr. Riederer said he does not have strong objections to a smoke-free environment. However, both are very concerned that if their establishments were required to be smoke-free and those in neighboring cities were not, their businesses would suffer financially.

Mr. Schorgl said the premise behind the smoke-free workplace ordinance would be compromised if smoking were allowed, even in a separately ventilated areas, given that employees would still be working in these areas.

Ms. Bush said she would support smoke-free environment.

Committee members generally discussed the health dangers associated with both primary and second hand tobacco smoke. Dr. Weiford said individuals with asthma or other respiratory conditions may be more severely affected by even short-term exposure to second-hand smoke.

Ms. Brown provided committee members with a packet of information prepared by the Johnson County Health Department, including copies of several studies and newspaper articles regarding smoke-free workplaces. Mr. Luther said he would distribute this material, including a report summarizing the findings of a survey recently conducted by the City of Mission, to committee members not present at the meeting.

Committee members discussed the potential economic impact of prohibiting smoking in restaurants and bars. Ms. Brown said a study was recently conducted comparing liquor tax receipts in several cities in Kansas that had enacted smoking bans. The results do not indicate a significant drop in liquor tax revenue following a smoking ban. Committee members noted that there are many factors that may influence the amount of liquor tax revenue a city receives in any given year. Ms. Brown also noted that The Minneapolis/St. Paul region recently adopted a smoking ban, and New York City has had one in place since March, 2003.

Ms. Brown said that, from her perspective, a smoke-free workplace is but one component of a larger public health issue addressing overall tobacco use and promoting healthier lifestyles.

Mr. Riederer questioned the methodology and results of the studies he has seen regarding the economic impact of smoking bans on bars and restaurants. He said that, as an owner of several restaurants, eliminating smoking would negatively impact his business, particularly in the short-term. He said that one of his Johnny's locations in Overland Park is smoke-free, and it is the only location that is not profitable.

He added that smoking bans more severely impact smaller, independently owned businesses than larger, corporate chains. Larger businesses can more easily respond to changes in their operating environments and have larger financial reserves than smaller businesses.

Mr. Riederer said Prairie Village should not adopt a smoke-free workplace ordinance unless all cities in the metro area enact similar regulations. He is concerned with his customers going to other locations where they can smoke.

Mr. Schorgl agreed, noting that customers who are smokers have many choices, and that prohibiting smoking in Prairie Village without similar restrictions in Leawood, Overland Park, Kansas City, and other neighboring communities would cost him customers.

Mr. Colston asked if providing a smoke-free work environment would reduce the insurance costs of restaurants and/or bars. Mr. Schorgl said he did not believe prohibiting smoking in his business would affect his insurance costs. Mr. Riederer said he provides health insurance coverage to only a few key employees.

Mr. Riederer said restaurant and bar employees have a choice as to where they will work. If an individual wants to work in a smoke-free restaurant, they have many options available to them.

Ms. Brown said that 10 states have adopted legislation restricting smoking statewide. Johnson County is also planning to convene a communitywide discussion about health issues, which may also include the smoke-free workplace issue.

Committee members said it would be helpful to know what policies Prairie Village restaurants currently have in place regarding smoking. Ms. Brown said she would obtain this information and report back to the committee.

Committee members requested information regarding which cities in the metro area would need to adopt smoke-free workplace regulations in order to trigger the 85% requirement described in the Kansas City ordinance. Ms. Brown said she would obtain this information for the Committee.

Committee members agreed to meet again on 25 July at 7:00 pm.

There being no further business, the meeting adjourned.

David Belz
Chairman

PV Environment /Recycle Committee
Minutes of the June 22, 2005 meeting

Members present: Doug Luther, Tom Heintz, Penny Mahon, Linda Smith, Diane Mooney, Bob Pierson, Margaret Goldstein, Kathy Riordan, Scott Crossette, Don Landes, Cheryl Landes, LaMonte Roach, Margaret Thomas

Opening: Margaret Thomas opened the meeting at 7:20 p.m.
Minutes of the last meeting were approved.

General Business:

- The following volunteer opportunities were announced:
- Sustainable Homes Tour and Energy Fair - October 1 - contact Bob Housh, Metro Energy Center, if you can participate as a volunteer. 816-531-7283 or housh@kcenergy.org
- JC Transit task force - John Segale is the chair of the Transit and Transportation Future-Focused Forum, one of six task forces that Chairman Surbaugh has set up for the county. He can be contacted by anyone wanting to participate as a member of this task force on behalf of the PV Env. Committee. Call 913-715-0438.
- The committee was invited to meet at Mely's at 4:00 p.m. Sunday, June 26th, for an ice cream party for the environmental committee and the P.V.Tree Board.

Margaret Thomas will make a presentation at the public hearing Thursday, June 23, 2005 held by the Kansas Corporation Commission on KCPL's proposed coal-fired power plant near Weston, Mo.

Subcommittee Business:

VillageFest

Sign up sheet for VillageFest (July 4) was passed around . Please call Margaret if you can volunteer.

Activities and shifts are:

- Help prepare energy efficiency poster - Don Landes
- Purchase recycle bins (plastic garbage cans ???) and set up by July 3 - Bob Pierson and Scott Crossette Doug, Scott, and Margaret G. will make decision regarding best buy within time constraints. Margaret T has red plastic signs to put on bins if we need them.
- Attend the pancake breakfast (7:30) and make the paper plates work - Polly Swafford and Scott Crossette
- Sit at the table display
 - o 10 to noon - Don and Cheryl Landes
 - o noon to 2 - Kathy and Mike Reardon (and Don and Cheryl as available)
 - o Collect recyclables and clean up - 1:30 to 3:30 - Linda Smith, Margaret Thomas, Susan Pavlakis (friend)
- The committee will provide paper plates and Biocorps cutlery at the pancake breakfast catered by Kris Kakes

Community Forum (Chair ,Kathy Riordan) will be held at Village Church on Thursday, October 6. We will again be co-hosting this event with the Kansas Natural Resources Council (KNRC). KNRC will handle all funds. The light supper will cost participants only \$10. Reservations deadline -- Sept. 23

Program:

5:30 Exhibits by KS natural resource organizations (approx 20 groups pay \$30 each for a table)

6:00 Supper (Blue Bird restaurant possible caterer)

7:00 Speaker Lee Allison PhD - "Wind, Prairie and Kansas Energy" - Dr. Allison is Science and Energy Policy Advisor to KS Governor Kathleen Sebelius and chairs the KS Energy Council.

We discussed moving the event up to 5:15, or moving supper to 6:15, to give the public more time to see the exhibits.

Doug L said he needed the announcement by Aug 5 to go into the Sept. *PV Voice*.

Kathy asked that Don Landes and Polly Swafford and the publicity committee give thought to how best to get the event highly publicized especially throughout the Kansas portion of the region.

Demo Garden Project - Greg Colson was not present - Margaret said the current plans for the demo garden are to have it at Franklin Park in conjunction with some esthetic improvements near the existing wildflower garden along the Roe side of the park. Volunteers are needed who have knowledge of wildflowers, native plants, labeling plants, xeroscaping and garden design. Linda Smith and Diane Mooney volunteered to help design a plan or find experts to help.

Streamway Education Project (Chair, Tom Heinz)- Tom reported that he is thinking about what should go on the signs - this will probably include an explanation of the technology that went into creating the natural stream look, information on stream ecology, and a discussion/explanation of the value of what is preserved when you return a stream to its natural functions. The information will be primarily geared to adults.

Other Old Business

Anti-smoking model ordinance—Doug Luther gave an update of the task force's first meeting. OP and Shawnee have similar task forces at work. There is a general recognition that eventually restaurants and bars will have to be smoke free. The City Council will consider a proposed ordinance in the Fall.

Next meeting: Wednesday, July 27th at 7:00 p.m.

Respectfully submitted: Cheryl Landes

**VILLAGEFEST 2005 Committee
Meeting Minutes
Thursday, June 23, 2005**

The VillageFest Committee met June 23, 2005 in the Community Center. Present: Ann Lilak, Chair and committee members Joel Crown, Ed Roberts, Amy Haulmark, Jim Hanson, Arthur Dick, Bob Pisciotta, Ann Bontrager and Dennis Rice. Staff: Joshua Farrar, Bob Pryzby, Roger Wyatt and Sgt. Steve Hunter. Chris Andrews was present representing Johnson County Fire District No. 2. Molly O'Conner was in attendance to make a presentation to the Committee.

Minutes

Bob Pisciotta moved approval of the minutes from Thursday, May 26, 2005. Joel Crown seconded the motion which passed unanimously.

Molly O'Connor came to the Committee to request a booth to sell wrist bands for \$3.00 each in memory of her nephew Jake Clough. All the money raised will go to "Headstrong for Jake" and will be used to develop programs that promote bicycle safety and the importance of wearing a bike helmet. Mrs. O'Connor will be a self-sufficient display. Joel Crown made a motion, seconded by Jim Hanson and passed by unanimous vote.

MOTION

APPROVE A BOOTH FOR MOLLY O'CONNOR TO SELL HEADSTRONG FOR JAKE WRISTBANDS FOR \$3.00 EACH AT VILLAGEFEST 2005.

Overview Discussion

- a. **Budget/ Corporate Sponsorships** – Ann reported the \$500 from Meadowbrook arrived. She used \$75.00 of it for car tags for the Mustang Club and \$25.00 for plates for the pancake breakfast.
- b. **Staff Report** – Josh reported on contracts and that HyVee was ready and excited to participate.
- c. **Flyer Distribution** – Jim Hanson delivered flyers to the Village, Ann did Corinth, and flyer will be distributed to HyVee to put in sacks. Ann asked for volunteers to help with additional distributions.
- d. **Schedule/Placement of Activities** – Bob and Roger said everything is in line.
- e. **McGruff** – Ann asked who would be in the McGruff suit. Joel Crown volunteered and said he would make sure it is used effectively.
- f. **Flag Decorations** – Ann told the Committee they will put flags out July 3rd. Art Dick has all the little flags and Josh Farrar will make the larger flags in the basement available. The Committee was reminded power drills may

be necessary. Everyone should meet at 6:00 p.m. at the Community Center on July 3rd to put out flags.

- g. **Generator** – Bob and Roger said this is taken care of.

VillageFest 2005

- a. **Quilt Show:** Ann said she will manage with the same space as last year.
- b. **Skate Board Park:** Ann reported Escapist will be doing a demo and then a product toss. They would like to do the toss from the ladder of the fire truck. Chris Andrews will check to make sure the truck will be available.
- c. **Community Spirit Award:** The judges for the Community Spirit Awards were approved and Diana will get the nominations judged.
- d. **Entertainment** – Bob Pisciotta reported all acts are booked and Sam Brewster will MC the event.
- e. **Family Activities/Inflatables:** Bob reported the Party Adventures activities had to be reduced from two magicians and two clowns to one magician and one clown.
- f. **Fly-by:** Ann reported the Kansas Air National Guard will not be able to help us.
- g. **Mascots:** The professional mascots are on board, but college mascots will not be in attendance.
- h. **Children's Parade:** Joel reported the children's parade will start in front of City Hall after the Cobras perform. Sgt. Hunter said the new Police motorcycle will lead the parade.
- i. **Family Creativity Center:** Josh reported all of Maureen's items arrived.
- j. **Patriotic Service:** Ann reported Colonel Michael Neer and Colonel Steve Brown from the Marines will be speakers. She is about 90% on the color guard.
- k. **Volunteers:** Amy Haulmark reported she is doing ok, but could use some more help for a few hours. She especially needs help with setup in the morning at the Pancake breakfast and in the Creativity Center.
- l. **Publicity:** Amy said she spoke to Star 102 and has ensured PSA's will be broadcast throughout the day on KUDL and have been placed in Community Calendars.
- m. **Committee Shirts:** When the shirts are in Ann will call those who placed orders.
- n. **Food Vendor Participation:** Same setup as 2004.
- o. **Public Works Demonstrations/Displays:** Equipment will be set up for kids to play on.
- p. **Public Safety Demonstrations/Displays:** Sgt. Hunter said permission has been granted by the church to use the parking lot. He also asked the Committee if they would like to see a flash-bang used before entering the building. The detonation would be on the north side of City Hall. The Committee felt this would only be appropriate if the crowd was given sufficient warning.

- q. **Fire District Demonstration:** Chris Andrews said he will be narrating the Fire portion of the event and could do the EMS and Life Flight portion as well if necessary.
- r. **Decorations:** Art Dick said at least one more 6:00 a.m. volunteer is needed to decorate for the pancake breakfast. Ed Roberts said he will ask the Masons to help in the morning.
- s. **Student Essay Contest:** Ed Roberts formed a sub-committee to meet at 6:30 p.m. on Monday, June 27 at Panera Bread to read and judge the essays. Ed will provide this information to Josh.
- t. **Pancake Breakfast:** This event is ready. Josh will ask Chris Cakes if they could provide water.
- u. **Information Booth:** Water will be sold by HyVee again.
- v. **Hospitality:** Johnny's will be providing hospitality food again.
- w. **Car Show:** Ann will know next week exactly how many Mustangs will be in attendance. She told the Committee about the plaques John purchased.
- x. **KU MED Van:** Art Dick reported they will have a banner describing the services provided.
- y. **City Committees:** No report.

VillageFest 2006

Bob Pryzby suggested possibly revitalizing the banner over Mission Road with any left over funds.

A motion to adjourn was made at 7:50 p.m., which was seconded and passed unanimously.

Park and Recreation Committee
June 8, 2005
Meeting Minutes

The Park and Recreation Committee met on June 8, 2005 in the Franklin Park. Members present were Kay Wolf, Diana Ewy-Sharp, A.J. LoScalzo, Shelly Trewolla, Diane Mares, Kathy Peterson, David Voysey, Todd Hueser and Peggy Couch. Joe Gidemeyer and Rosemary ?????? were present to discuss the Wildflower Garden. Staff present was Joshua Farrar and Bob Pryzby.

Approval of the Minutes

Diane Mares made a motion, seconded by David Voysey, and passed by unanimous vote to approve the minutes from the meeting on May 11, 2005.

Wildflower Garden Discussion

With Joe and Rosemary present Kay Wolf opened discussion of the Wildflower Garden. She reminded the Committee they have discussed the issue a number of times. Joe said as a neighbor to the park and the garden he does not like the garden. He feels it looks like just weeds and does not believe it is an attractive feature for the park. Rosemary agreed with Joe's assessment of the garden. Joe said there is a wildflower garden at the 8th green of Oakwood Country club that he finds very attractive and the plants don't get very high. He believes the Franklin Park garden is not attractive.

Joe also suggested the paths around the park be widened to allow for people to pass without getting off into the grass. He also suggested installation of footlights would allow walkers to use the park later into the evening and would be an attractive feature.

Tod Hueser said the Environment/Recycle Committee has abandoned their efforts to create a zeroscape garden around the rose garden. He stated they are interested in working to create one around the parameter of the wildflower garden. He is helping them with the design and they thought this might be an attractive way to limit the abruptness of the wildflower garden. Shelly Trewolla suggested there may be an opportunity to eliminate the taller plants in the garden to make it less obtrusive. Finally, the Committee discussed possibly replanting the garden in the fall to group plants. Kay asked the Committee to consider these three options and be ready to offer comments at the July meeting. In the interim Shelly and Bob will evaluate and begin the process of thinning the garden by pulling some plants up which are taller and in abundance.

Recreation Report

Joshua Farrar gave updated membership and team registration numbers to the Committee. While the new membership numbers were up considerably from the original report they are still well below 2004 numbers. The team numbers are good and all teams will be closed on Friday.

Josh reported the Synchronized Swim Team reached only 33 members. After speaking with the coaches they agreed to offer a revised program which would reduce the schedule

to two practice days and a smaller show developed for the parents. To ensure the low revenues would offset expenditures the coaches agreed to salary cuts for the reduced work load. Josh asked for the Committee's consensus and they agreed it was a good idea to continue the Synchronized Swim Team for the 2005 season on a reduced schedule.

Public Works Operations

Bob reported Public Works crews are now catching up after working very hard to get the Skatepark grounds ready for the dedication. The Committee congratulated both Bob and Kathy for a great event at the dedication.

Park Master Plan Discussion

The Committee discussed dates for the park retreat to discuss master plan issues. The first choice is Saturday, August 27, 2005. The alternate date is Saturday, September 10, 2005. Josh will obtain preferences from committee members not in attendance, summarize and make the arrangements for the retreat meeting.

Project 190616: Harmon Park Skate Facility

Bob reported he ordered two shade structures but will wait to install them once he examines where the park users are standing and sitting. The Committee asked if skatepark users would have access to the concession stand. Bob told the Committee the gate to the concession area should be open.

Project 190635: Swimming Pool Concession Expansion

Bob reported he met with Kay and one of her co-workers to walk through the concession stand and look for potential cost savings in the expansion project. They have identified a number of areas and Bob will put the project out to bid soon. The Committee asked to walk through the stand and look at the items identified at the July meeting.

Project 190636: Weltner Park Basketball Court Replacement

Work should start next week and should not take longer than two weeks.

Consider Tennis Court Reservation and fee alteration

Josh described a request from Scott Hanover of the Plaza Tennis Center to reduce the City's \$5.00 per court per hour fee to a flat \$100 fee for all ten tennis courts on Sunday, June 26, 2005. The Committee discussed the issue and did not want to start a precedent of waiving the fee. Bob Pryzby also reported the last time the USTA used the courts they were unhappy with large amounts of accumulated trash which Public Works crews were left to pick up. He felt the fee was appropriate for the amount of time employees spent on clean up. A.J. LoScalzo made a motion, seconded by Kathy Peterson and passed by a 7-1 vote to leave the fees as is.

MOTION

DENY THE REQUEST BY SCOTT HANOVER OF THE PLAZA TENNIS CENTER FOR A REDUCED FLAT FEE OF \$100 FOR USE OF THE HARMON PARK TENNIS COURTS ON SUNDAY, JUNE 26, 2005.

Other Business

The Committee discussed the e-mail from a resident about an off leash dog park. Kay said the two major concerns addressed in previous discussions were the liability/danger involved in ice on the wires under the tower on Mission Road and parking would also be a problem at this site. The Committee discussed if liability would actually increase? It is not thought so as the park most likely would be covered like any other park in the City. Kay said in previous discussions Entercom agreed to fence of the stabilization wires to the ground. The major concern is parking. The Committee also questioned if, in a City this size with such limited land available, land should be reserved for this type of use.

Kathy Peterson asked the Committee to consider a policy or to develop procedures for allowing companies to put on demonstrations at the Skate Park. She said with such a nice park many companies and professional skaters will be interested and she feels the City should get out in front of these requests. She will research the issue and Josh will add it to the July agenda.

Bob Pryzby reported Marlene Shepard contacted him questioning if a plaque would be added to the Skate Park honoring Jake Shepard. Bob asked the Committee for their thoughts. Committee members previously discussed this and agreed as the City has a Policy for naming of parks this request was not in the guidelines of the policy. For this reason the request was denied.

David Voysey made a motion to adjourn, seconded by Shelly Trewolla, and passed by unanimous vote.

The meeting adjourned at 8:20 p.m.

The next regularly scheduled meeting will be Wednesday, July 13, 2005 at 7:00 p.m. at the Prairie Village Pool.



PRAIRIE VILLAGE POLICE DEPARTMENT

CHARLES F. GROVER - CHIEF OF POLICE

INTEROFFICE MEMORANDUM

DATE: June 24, 2005
TO: Police Department Employees
FROM: Chief Charles F. Grover
SUBJECT: PROMOTIONS

Due to Captain Pruitt's retirement, the following promotions will take effect on July 2, 2005, at 0800 hours.

To Captain:

Tim Schwartzkopf

To Sergeant:

Myron Ward

To Corporal:

Jason Kuder

Congratulations to these officers for their success during the promotional process.

I would like to express my appreciation to all the officers who elected to participate in the promotional process. It took energy, time and increased the complications of each of your lives. I hope that through this process, however, all participants were provided an opportunity for growth.

Summer Concerts at the Prairie Village Shops



See and hear the stars of tomorrow on Friday nights in July at the Prairie Village Shops with the July Jams FREE concert series.

The Prairie Village Merchant's Association has partnered with the Toon Shop music store for this exciting summer concert series. Students learning to play in the rock or jazz styles will perform in the Prairie Village shops courtyard backed by a band of professional musicians, who also happen to be their teachers at the Toon Shop.



July Jams concerts will be from 7:00 -- 9:00 pm.
Refreshments will be available from Minsky's.

- Friday, July 8th -- Jazz
- Friday, July 15th -- Rock
- Friday, July 22nd -- Rock
- Friday, July 29th -- Jazz

Not only is this a great opportunity for the performing students, but also a wonderful way to inspire other kids to learn and practice music. So mark your calendars now.

There will also be two concerts in August. Both will be from 7:00 - 9:00 pm

- Friday, August 5th -- The Don Accurso Band
- Friday, August 23th -- The Bad Dadz

Bring your lawn chairs and enjoy an evening of live music at the Prairie Village Shops.

For more information, contact Donna Potts at 913-362-9668.

Council Members
Mark Your Calendars
July 5, 2005

July, 2005		Marearl Denning Mixed Media exhibit in the R.G. Endres Gallery
July 8		Prairie Village Arts Council reception for Marearl Denning exhibit
July 8		PV Sister Cities Cinema in the Chamber presents "Crouching Tiger, Hidden Dragon"
July 15		Moonlight Swim
July 18		City Council Meeting – Authorization to publish 2006 budget
August, 2005		Lynne Hodgman exhibit in the R.G. Endres Gallery
August 1		City Council Meeting – 2006 Budget Hearing
August 9	Tuesday	Chamber Coffee in the Council Chambers
August 12		Prairie Village Arts Council reception for Lynne Hodgman exhibit
August 12		PV Sister Cities Cinema in the Chamber presents "Chocolat"
August 12		Moonlight Swim
August 15		City Council Meeting
September, 2005		Senior Arts Marcia Vogel – Mixed Media
Sept 5		City offices closed in observance of Labor Day
Sept 5		The Prairie Village Pool Closes for season
Sept 6	Tuesday	City Council Meeting
Sept 9		Prairie Village Arts Council reception for art exhibit
Sept 19		City Council Meeting
October, 2005		Masters of the Midwest exhibit in the R.G. Endres Gallery
Oct 3		City Council Meeting
Oct 8-11		League of Kansas Municipalities annual meeting in Wichita
Oct 14		Prairie Village Arts Council reception for Masters of the Midwest exhibit
October 17		City Council Meeting
November, 2005		MAPS Society exhibit in the R.G. Endres Gallery
Nov 7		City Council Meeting
Nov 11		Prairie Village Arts Council reception for MAPS Society exhibit
Nov 21		City Council Meeting
Nov 24/25		City offices closed in observance of Thanksgiving
December, 2005		Julie Johnson Photography exhibit in the R.G. Endres Gallery
Dec 2		Mayor's Holiday Party – Homestead Country Club
Dec 9		Prairie Village Arts Council reception for Julie Johnson's Photography exhibit
Dec 5		City Council Meeting
Dec 6 – 11		NLC Annual Conference, Charlotte, NC
Dec 19		City Council Meeting
Dec 26		City offices closed in observance of Christmas

ANIMAL CONTROL COMMITTEE

AC96-04 Consider ban the dogs from parks ordinance (assigned 7/15/96)

COMMUNICATIONS COMMITTEE

COM97-12 Consider TCI proposal for partnership for use of Channel 3A (assigned 8/4/97)
COM2000-01 Consider redesign of City flag (assigned 7/25/2000)
COM2000-02 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for 1st Quarter 2001)
COM2000-03 Consider a promotional program to encourage shopping in Prairie Village (assigned Strategic Plan for 3rd Quarter 2001)
COM2000-04 Consider the installation of marquees banners at City Hall to announce upcoming civic events (assigned Strategic Plan for 1st Quarter of 2001)
LEG2000-10 Consider having an entire graphics package developed for the City (assigned 5/17/2000 – 2/20 transferred to Communications Committee)

COMMUNITY STANDARDS COMMITTEE**COUNCIL COMMITTEE**

COU99-13 Consider Property Audits (assigned 4/12/99)
COU2000-23 Consider ordinance for location and relocation of utility facilities (assigned 7/12/2000)
COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)
COU2000-43 Consider impact of utilities on the aesthetic value of neighborhoods (assigned 2000 Strategic Plan)
COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)
COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)
COU2003-22 Consider City's Comprehensive Plan and Action Plan (assigned 7/2/2003)
COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)
COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)
COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)
COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)
COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)
COU2004-20 Consider No Smoking Ordinance (assigned 9/28/2004)
COU2004-22 Consider School Zone Policy (assigned 10/15/2004)

COU2005-03 Consider 2006 Capital Equipment Program (assigned 3/2/2005)
COU2005-04 Consider Project 190853 Mission Road School Zones (assigned 4/13/2005)
COU2005-07 Consider 2006 Budget (assigned 4/28/2005)
COU2005-08 Consider Request for Proposal for Compensation/Benefits Consulting Services (assigned 6/15/2005)
COU2005-09 Consider Council Packets (assigned 6/15/2005)
COU2005-10 Consider Committee Structure (assigned 6/28/2005)
COU2005-11 Consider Employee Benefit Program for 2005-06 (assigned 6/28/2005)

LEGISLATIVE/FINANCE COMMITTEE

- LEG2000-07 Consider current policies and procedures for code violations (Transferred from CCW 3/18/2002)
- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and adjust where appropriate (assigned Strategic Plan for 1st Quarter of 2001)
- LEG2003-12 Consider Resident survey - choices in services and service levels, redevelopment (assigned 8/7/2003)
- LEG2004-31 Consider Lease of Park Land to Cingular Wireless (assigned 8/31/2004)
- LEG2005-14 Consider Council Policy #055 Telecommunication and Cable Application Fees
- LEG2005-16 Consider "Open Ignition" Ordinance (assigned 5/23/2005)
- LEG2005-17 Consider on-line Gift Card Sales (assigned 5/27/2005)**

PARKS AND RECREATION COMMITTEE

- PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)
- PK2003-06 Consider Capital Improvement Plan for 2004-2006 (assigned 8/13/2003)

PLANNING COMMISSION

- PC2000-01 Consider the inclusion of mixed-use developments in the City and create guidelines criteria and zoning regulations for their location and development (assigned Strategic Plan)
- PC2000-02 Consider Meadowbrook Country Club as a golf course or public open space – Do not permit redevelopment for non-recreational uses (assigned Strategic Plan 2nd Qtr 2001)

POLICY/SERVICES

- POL2003-14 Consider Project 190845: Mission Road – 75th St to 79th St (CARS) (assigned 7/3/2003)
- POL2004-06 Consider Project 190715: 2005 Storm Drainage Repair Program (assigned 2/25/2004)
- POL2004-08 Consider Project 190841: Mission Road – 71st to 75th (CARS) (assigned 2/25/2004)
- POL2004-09 Consider Project 190848: Mission Rd – Somerset to 83rd (CARS) (assigned 2/25/2004)
- POL2004-10 Consider Project: 190847: 2005 Street Paving Program (assigned 2/25/2004)
- POL2004-11 Consider Project 190849: Roe Avenue – Somerset to 95th St. (CARS) (assigned 2/25/04)
- POL2004-12 Consider Project 190714: 2004 Storm Drainage Repair Program (assigned 3/30/2004)
- POL2004-11 Consider Project 190847: 2005 Street Paving Program (assigned 7/29/2004)
- POL2004-15 Consider Project 190707: Somerset, Delmar to Fontana Street (assigned 8/26/2004)
- POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)
- POL2004-18 Consider Sidewalk Policy (assigned 9/18/2004)
- POL2005-02 Consider Project 190616: Harmon Park Skate Facility (assigned 1/31/2005)
- POL2005-03 Consider Project 190850: Reeds Street – 69th to 71st St. (assigned 1/31/2005)
- POL2005-04 Consider Project 190809: 75th Street and State Line Road (assigned 2/1/2005)
- POL2005-10 Consider Construction Bids (assigned 6/2/2005)
- POL2005-11 Consider Project 190715: 2005 Storm Drainage Repair Program (assigned 6/2/2005)
- POL2005-12 Consider Project 190854: 2005 Pavement Repair Program (assigned 6/2/2005)
- POL2005-13 Consider Project 191012: 2005 Concrete Repair Program (assigned 6/2/2005)
- POL2005-14 Consider Project 190852: 2005 Crack/Slurry Seal Program (assigned 6/2/2005)

PRAIRIE VILLAGE ARTS COUNCIL

- PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1st Quarter of 2001)