

LEGISLATIVE/FINANCE COMMITTEE

December 5, 2005

Multi-Purpose Room

BILL GRIFFITH

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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)
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- LEG2004-31 *Consider Lease of Park Land to Cingular Wireless (assigned 8/31/2004)*
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- LEG2005-39 Consider Contribution allocation for Human Services Grants in 2006 (assigned 11/3/2005)
- LEG2005-40 Consider Economic Development incentive Policy (assigned 10/10/2005)
- LEG2005-41 **Consider 2006 Legislative Program (assigned 11/30/2005)**

LEG2005-40 Consider Economic Development Incentive Policy

ISSUE: Should the Council adopt a general Economic Development Incentive Policy in addition to or in place of current Council policies.

Background:

Ten years ago the City Council adopted policies which established guidelines and procedures for future economic development opportunities. Those policies (CP058, CP059 and CP060) are attached.

The Northeast Johnson County Chamber Economic Development Board recommended the attached Policy be adopted by all cities in the Chamber. Kate Michaelis will attend the meeting to explain their proposal.

RESOLUTION NO. ____
CITY OF _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF _____, KANSAS PROVIDING FOR THE ADOPTION OF AN ECONOMIC DEVELOPMENT POLICY.

Whereas, the cities of Fairway, Merriam, Mission, Mission Woods, Prairie Village, and Roeland Park have joined together in support of the Northeast Johnson County Economic Development Council and the concept of cooperative, noncompetitive, regional economic development and,

Whereas, investment in commercial real property, business development and quality job creation is vitally important to the area's economy and,

Whereas, investment in continued upkeep and renewal of housing stock is essential to maintaining a high quality of life and,

Whereas, the State of Kansas has implemented incentive laws for use by city and county governments to stimulate renewal, growth, and development through public-private agreements and,

Whereas, the cities of northeast Johnson County recognize that these incentives are valuable tools in encouraging investment in both commercial and residential renewal and growth,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF _____, KANSAS:

Section 1. The City of _____ will adopt an economic development incentive policy that will include policies on the use of incentives from amongst the following, but not limited to:

Tax Increment Financing (TIF) KSA 12-1770

The increase in property taxes resulting from improvements to property within a designated redevelopment or TIF district may be applied for up to twenty to debt associated with finance costs necessary to implement the redevelopment project. These costs include but are not limited to: Land acquisition, Site preparation, Landscaping and parking' and Public Infrastructure. Private buildings and personal property may not be financed.

Tax Abatement (TA) KSA 79-250

To incent capital investment in accordance with state law, all or part of the county's taxing entities may grant up to a 50% tax abatement on personal property for up to ten years for manufacturers, wholesalers, and research & development companies doing more than 51% of their business across state lines.

Industrial Revenue Bonds (IRB) KSA 12-1740-49d

Qualified non-retail companies can apply for exemption from ad valorem and/or sales tax exemption on a project for up to ten years through the use of IRB's for project financing.

Property tax exemption cannot be a condition for issuing the bonds and a cost benefit analysis must be performed.

Transportation Development District (TDD) KSA 12-17,144 & 145

Municipalities may facilitate TDDs to finance transportation and storm water management related projects or infrastructure. Projects may be located outside the boundaries of the District and are funded either by special assessments levied on property within the District benefited by the project or by a sales tax within the District.

Sales Tax Rebate Agreement

A city may contract to reimburse costs of public or private improvements through the reimbursement of certain incremental sales tax revenues received by the city from the new project.

Neighborhood Revitalization KSA 12-17,114

A municipality may designate a revitalization area that meets stated conditions. Revitalization is funded through the creation of a neighborhood revitalization fund from which any increment in ad valorem property resulting from improvement may be credited to the fund for the purpose of rebating all or part of the property increment to the taxpayer.

ADOPTED by the City Council of the City of _____, Kansas on _____, 200_____

[SEAL]

Mayor

Attest:

City Clerk

Approved As To Form Only:

City Attorney



City Council Policy: CP058 - Industrial Revenue Bond Policy

Effective Date: March 20, 1995

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish guidelines which are equitable and serve to control the quality and quantity of bonds approved.

III. RESPONSIBILITY

- A. City Council
- B. City Clerk's Office

IV. DEFINITIONS

V. POLICY

A. Applications from companies and/or individuals who apply to the City for Industrial Revenue bonds will be evaluated by the City Council. Considerations in such evaluation shall include, but are not limited to the following:

1. The plan must be approved by the City's Planning Commission.
2. Zoning of the land on which the building is (to be) built be in agreement with the applicant's plan.
3. The Council will consider the extent to which the company or individual requesting the bonds has been a part of the surrounding metropolitan area in the past.
4. Company or individual requesting bonds must prove to the Council's satisfaction that their financial position will adequately support the bonds.
5. The Company (individual) must agree that there will be no tax abatement.
6. The proposed project must provide a needed service or product to Prairie Village residents.
7. The proposed project should create additional revenue for the City of Prairie Village.
8. Applicants will be furnished with a list of the above considerations and will submit a written case statement in response to each item and any other requests by the City Council. This statement will be submitted to the Mayor with the applicant's request for approval of Industrial Revenue Bonds. The Mayor will assign the application request to the Legislative Committee for review and recommendation to the City Council.
9. Fee for issuance of an Industrial Revenue Bond by the City will be .02% of the total amount of bonds issued. In addition, the applicant must pay all costs related to the issue incurred by the City throughout the life of the bonds.

VI. PROCEDURES

City Council Policy: CP059 - City Assistance with Redevelopment Projects

Effective Date: June 15, 1998

Amends:

Approved By: City Council



I. SCOPE

- A. The guidelines set forth in this Policy shall apply to the provision of redevelopment assistance by the City to any individual or legal entity seeking to develop or redevelop real property within the City (hereinafter "redeveloper"). The City's legal authority to offer such incentives in no way obligates it to offer such incentives.
- B. Each request for assistance would be reviewed and acted upon by the Governing Body on a case-by-case basis. No action (or inaction) taken by the Governing Body will obligate or prohibit the Governing Body from taking similar or dissimilar actions at any future date.

II. PURPOSE

- A. Recognizing that Prairie Village is a fully developed community, the Governing Body acknowledges that the future economic growth and vitality of the City will partially derive from reinvestment in the community by residents, businesses, and other private property owners and the City in the form of redevelopment. Unlike development occurring on vacant or "raw" land, redevelopment presents unique challenges such as:
 - 1. Obsolete, deteriorated or dilapidated structures;
 - 2. Complex property acquisition due to diversity in ownership and private deed restrictions;
 - 3. Inefficient traffic systems or street layout;
 - 4. Environment concerns
- B. Recognizing the importance of economic development and redevelopment to the City's future prosperity, the Governing Body recognizes that the public good may be served by the City's ability to provide incentives, monetary and otherwise, which may serve to encourage redevelopment within the City.
- C. In order to ensure the public good is served when providing incentives for redevelopment, the Governing Body recognizes the need to establish guidelines to help direct the City in its effort to provide redevelopment incentives in a consistent and fair manner. While the guidelines shall serve to convey the intent, general priorities and references of the Governing Body of the City of Prairie Village, Kansas, relating to the City's assistance in redevelopment projects within the City.

III. RESPONSIBILITY

- A. The authority to establish a redevelopment or similar district within the City of Prairie Village, or to provide incentives to encourage redevelopment, rests with the Governing Body of the City of Prairie Village, as it is permitted by state statute or federal law to make such determinations.
 - 1. The Governing Body may obtain the assistance of City Staff, legal counsel, consultants, or other qualified experts to assist in any decision-making process relating to redevelopment issues.

IV. DEFINITIONS

V. POLICY

- A. **"But For" Principle** - It is the general intent of the Governing Body to allow market forces to direct redevelopment activities within the City, however, the Governing Body recognizes that redevelopment may involve unique challenges and expenses. The City shall apply a "but for" principle in considering redevelopment assistance. In light of this principle, it will be incumbent on the redeveloper requesting such assistance to demonstrate to the satisfaction of the Governing Body that the proposed project would not be economically feasible without assistance from the City.
- B. **Cost - Benefit Analysis** - Prior to providing any form of assistance, the City shall prepare, or direct to be prepared, a cost-benefit analysis examining the costs and benefits of the proposed project to the City and its residents. Such analysis shall be performed based on assumptions acceptable to the Governing Body and shall be conducted at the redeveloper's expense.
- C. **Condemnation** - Where permitted by law, the City may enter into condemnation proceedings in an effort to facilitate redevelopment. However, the City will only consider condemnation of private property, however, subsequent to the redeveloper's demonstration to the satisfaction of the Governing Body that the acquisition and use of private property is an essential element of the redevelopment project as approved by the City and that he/she has attempted in good faith, to acquire the property privately but has been unable to do so. In the

CP059 - City Assistance with Redevelopment Projects

event condemnation is approved by the Governing Body, the redeveloper shall be responsible for all costs associated with the condemnation proceedings, including but not limited to court and litigation costs, attorney's fees, and any final condemnation awards made.

- D. Impact on Existing Properties and Land Uses** - In making its determination regarding the provision of assistance, the Governing Body shall consider the impact of the proposed project on existing properties and land uses within the City. For example, the Governing Body may consider the impact the proposed project would have on:
1. The value of adjacent properties;
 2. Zoning of adjacent properties;
 3. Competing business currently located within the City which may be in competition with the goods/services provided by the proposed project.
- E.** A report addressing the impact on current properties and land uses shall be incorporated into the cost-benefit analysis required pursuant to section D of this Policy. Preparation of such report shall be conducted at the redeveloper's expense.
- F. Other Issues** - The issues addressed in this Policy are not intended to be exhaustive. The Governing Body reserves the right to require information in addition to matters as set forth herein or issues relating to redevelopment which may be required by state statute or federal law.

VI. PROCEDURES



City Council Policy: CP060 - Revenue Impact of Zoning Changes

Effective Date: October 16, 1995

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish a policy which requires the Governing Body to analyze the fiscal impact of every zoning change.

III. RESPONSIBILITY

A. City Administrator

IV. DEFINITIONS

V. POLICY

VI. PROCEDURES

A. Recommendation for zoning change will be made by the Planning Commission after conducting a Public Hearing.

B. Prior to Council review of the recommendation the City Administrator will prepare an analysis of the fiscal impact of the change. The analysis will include:

1. a comparison of property tax revenues based on the value and classification of the property with current zoning and proposed zoning;
2. a comparison of ancillary revenue which will be produced by current zoning and by proposed zoning;
3. a comparison cost of City services for current zoning and for proposed zoning.

Issue:

Should the City amend its Municipal Code to permit the continued sale of liquor and cereal malt beverage on Sundays?

Background:

On 7 July, 2003 the City Council adopted Charter Ordinance #21 permitting the retail sale of alcoholic liquor on Sundays, Memorial Day, Independence Day, and Labor Day from 11:00 am to 8:00 pm.

During its 2005 session, the Kansas Legislature adopted a statute making the City's Charter Ordinance void on 15 November, 2005.

On 15 August, 2005, the City Council adopted Ordinance 2099 establishing dates and times for retail sales of alcoholic liquor and cereal malt beverage in conformance with the new statute. This ordinance became effective on 15 November, 2005.

It is now time to incorporate these requirements into the City's Municipal Code by amending Chapter 3 of the Code.

This is primarily a housekeeping measure.

Recommendation:

**RECOMMEND THE CITY COUNCIL ADOPT ORDINANCES AMENDING CHAPTER 3 OF THE MUNICIPAL CODE TO PERMIT THE SALE OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE ON SUNDAYS.
COUNCIL ACTION REQUIRED**

ORDINANCE NO. 2099

AN ORDINANCE AUTHORIZING SUNDAY SALES OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE IN THE ORIGINAL PACKAGE WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS

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


Section 1. Pursuant to 2005 Kansas Session Laws, Chapter 201, the sale at retail of cereal malt beverage in the original package is allowed within the city on any Sunday, except Easter, between the hours of 12:00 noon and 8:00 p.m.

Section 2. Pursuant to 2005 Kansas Session Laws, chapter 201, the sale at retail of alcoholic liquor in the original package is allowed within the city on any Sunday, except Easter, between the hours of 12:00 noon and 8:00 p.m., and on Memorial Day, Independence Day and Labor Day.


Section 3. This ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 4. This ordinance shall take effect 61 days after final publication or on November 15, 2005, whichever is later, unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided in 2005 Kansas Session Laws, chapter 201, in which case this ordinance shall become effective upon approval by a majority of the electors voting thereon.

Passed by the Governing Body, this 15th day of August, 2005.


Ronald L. Shaffer, Mayor

ATTEST:


Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:


Charles E. Wetzler, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS TO AUTHORIZE SUNDAY SALES OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE IN THE ORIGINAL PACKAGE WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS.

Whereas, on August 15, 2005 the Prairie Village City Council adopted Ordinance 2099 authorizing the Sunday sales of alcoholic liquor and cereal malt beverage in the City of Prairie Village, Kansas in accordance with Chapter 201 of the 2005 Kansas Session Laws, and

Whereas, Ordinance 2099 shall take effect on November 15, 2005, and

Whereas, Charter Ordinance 21 which authorized the sale of alcoholic liquor on certain hours and days will become null and void on November 15, 2005; and

Whereas revisions to the Code of the City of Prairie Village, Kansas are required to reflect the adoption and implementation of Ordinance 2099;

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

Section 1. Chapter 3, Article 2, Section 212 of the Code of the City of Prairie Village is hereby amended to read as follows:

3-212. BUSINESS REGULATIONS. It shall be the duty of every licensee to observe the following regulations:

(a) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.

(b) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of the police and health officers of the city, county and state.

(c) Except as provided by sub-section (d), no cereal malt beverage may be sold or dispensed in the original and unopened container between the hours of 12:00 midnight and 6:00 am. On Sundays, cereal malt beverages may only be sold between the hours of 12:00 noon and 8 pm, provided, however, no cereal malt beverages may be sold on Easter Sunday.

(d) Cereal malt beverages may be sold at retail any time alcoholic liquor is allowed by law to be sold at retail on premises which are licensed pursuant to K.S.A. 41-2701 et seq. and licensed as a club by the State Director of Alcoholic Beverage Control.

(e) The place of business shall be open to the public and to the police at all times during business hours, except that premises licensed as a club under a license issued by the State Director of Alcoholic Beverage Control shall be open to the police and not to the public.

(g) It shall be unlawful for any licensee or agent or employee of the licensee to become intoxicated in the place of business for which such license has been issued.

(h) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.

(i) No licensee or agent or employee of the licensee shall sell or permit the sale of cereal malt beverage to any person under 21 years of age.

(j) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.

(k) No licensee or agent or employee of the licensee shall permit any person to mix alcoholic drinks with materials purchased in said place of business or brought in for such purpose.

(l) No private rooms or closed booths shall be operated in the place of business, but this provision shall not apply if the licensed premises are also annually licensed as a club under a license issued by the State Director of Alcoholic Beverage Control.

(m) The windows and doors of every place within the city selling or dispensing cereal malt beverages shall be free and clear of any obstruction, either temporary or permanent. No sign or advertising bills or anything shall be placed on such windows or doors to interfere with the view of the inside of such establishment or place of business from the outside.

(n) No licensee shall permit a person under the legal age for consumption of cereal malt beverage in or about a place of business and no licensee shall permit a person under the legal age for consumption of cereal malt beverage to possess cereal malt beverage in or about a place of business, except that a licensee's employee who is not less than 18 years of age may dispense or sell cereal malt beverage if:

(1) The licensee's place of business is licensed only to sell cereal malt beverage at retail in original and unopened containers and not for consumption on the premises; or

(2) The licensee's place of business is a licensed food service establishment, as defined by K.S.A. 36-501 and amendments thereto, and not less than 50 percent of the gross receipts from the licensee's place of business is derived from the sale of food for consumption on the premises of the licensed place of business.

(o) No cereal malt beverage shall be served to any person in any automobile around or about such place of business.

(Code 1973, 5.12.070, 080, 110:120; Code 2003)

Section 2. This ordinance shall take effect upon its passage, approval, and publication as provided by law, but not before 15 November, 2005.

PASSED AND APPROVED THIS ___ DAY OF _____, 2005

CITY OF PRAIRIE VILLAGE, KANSAS:

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS, TO AUTHORIZE SUNDAY SALES OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS.

Whereas, on August 15, 2005 the Prairie Village City Council adopted Ordinance 2099 authorizing the Sunday sales of alcoholic liquor and cereal malt beverage in the City of Prairie Village in accordance with Chapter 201 of the 2005 Kansas Session Laws, and

Whereas, pursuant to Ordinance 2099, that ordinance shall take effect on 15 November, 2005, and

Whereas, Charter Ordinance 21 of the City of Prairie Village, Kansas, currently allows sales of alcoholic liquor on Sundays and certain holidays, and that said Ordinance becomes null and void on November 15, 2005; and

Whereas revisions to the Code of the City of Prairie Village are required to reflect the adoption and implementation of Ordinance 2099;

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

Section 1. Chapter 3, Section 309 of the Code of the City of Prairie Village is hereby amended to read as follows:

- 3-309 HOURS OF SALE. No person shall sell at retail any alcoholic liquor:
- (a) On Easter Sunday;
 - (b) On all other Sundays, before 12 noon or after 8:00 pm;
 - (c) before 9:00 am or after 11:00 pm on any other day other than Sunday.

Section 2. This ordinance shall take effect upon its passage, approval, and publication as provided by law, but not before November 15, 2005.

PASSED AND APPROVED THIS ___ DAY OF NOVEMBER, 2005

ATTEST:

Ronald L. Shaffer, Mayor

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM

Charles E. Wetzler, City Attorney

LEG2005-39 Consider Contribution Allocation Recommended by UCS for Alcohol Tax Fund Grants in 2006

ISSUE: Should the Council approve recommendations made by UCS for allocation of funds budgeted for alcohol tax fund grants in 2006.

Background:

In 2006 the City will receive approximately \$80,000 from alcohol tax which is restricted by state statute for use as treatment, education or prevention of drug and alcohol abuse. The City's DARE program is totally funded by revenue from this tax. The balance of approximately \$15,000 was budgeted for allocation to various agencies recommended by United Community Services (UCS).

As noted in the attached letter from UCS, the City has the ultimate authority and responsibility for determining the allocation of these funds; however, UCS was asked to provide recommendations. They have a Grant Review Committee appointed to screen grant applications and prepare recommendations for allocation of the funds.

Their recommendations are attached for your review and discussion.



UNITED COMMUNITY SERVICES OF JOHNSON COUNTY, INC.

Drug & Alcoholism Council of Johnson County
Johnson County Children's Coordinating Council

12351 W. 96th Terrace • Suite 200 • Lenexa, KS • 66215
913/438.4764 • Fax: 913/492.0197 www.ucsjoco.org

Date: November 4, 2005
To: Honorable Ron Shaffer
From: Debbie Doud, Director for Community Initiatives
Re: Allocation of 2006 Alcohol Tax Funds

The Drug & Alcoholism Council of Johnson County (DAC) has approved the recommendations for allocations of 2006 Alcohol Tax Funds (ATF). The DAC acts as an advisor to the City of Prairie Village on the expenditure of these funds. The report is submitted for the City's action. The City has the ultimate authority and responsibility for determining the allocation of the City's portion of the funds. The City of Prairie Village is asked to consider and act on these recommendations by December 31, 2005.

For the purposes of making the recommendations, the DAC pools alcohol tax funds from all participating jurisdictions. Each jurisdiction, however, is responsible for distributing its own funds. The funding distribution is determined as follows: 1) funds for school district education and prevention programs are allocated proportionally only from the jurisdictions served by a particular school district; 2) DAC administrative cost of seven percent is prorated among all jurisdictions; and, 3) the remaining programs are funded proportionally by all jurisdictions. Please feel free to contact me should you need a more detailed explanation.

Please notify me of the date and time when this matter will be considered so that a representative of the DAC may be present to answer questions concerning the recommendations. In January you will receive a listing of approved grantees and mailing addresses to send all correspondence and payments. You will also receive confirmation on how agencies will be instructed to access funds.

Thank you for your continued support of this allocation process, which targets public resources to address substance abuse education, prevention, intervention, detoxification, and treatment needs for Johnson County residents.

cc: Barbara Vernon

Enclosures: 2006 Alcohol Tax Fund Recommendations Report
Alcohol Tax Funds Distribution Chart

**2006 ATF DISTRIBUTION CHART
THE CITY OF PRAIRIE VILLAGE**

As recommended by the Drug and Alcoholism Council, October 20, 2005

GRANTEES	TOTAL
Cypress Recovery, Inc.	\$1,500
Friends of Recovery	\$304
The Family Conservancy (formerly Heart of America Family Services)	\$197
Intensive Family Counseling	\$668
Johnson County Court Services	\$760
Johnson County Dept. of Corrections	\$304
Johnson County Library	\$76
Johnson County Mental Health Center: <i>Adolescent Center for Treatment</i>	\$2,131
Johnson County Mental Health Center: <i>Adult Detoxification Unit</i>	\$3,852
Johnson County Mental Health Center: <i>Regional Prevention Center</i>	\$1,210
National Council on Alcoholism & Drug Dependence	\$150
SAFEHOME	\$152
Salvation Army/Shield of Service	\$759
Substance Abuse Center of Eastern Kansas	\$310
TLC for Children & Families	\$588
SCHOOLS	
Shawnee Mission School District	\$1,006
DAC Administration	\$1,033
TOTAL	\$15,000



UNITED COMMUNITY SERVICES OF JOHNSON COUNTY

Drug & Alcoholism Council of Johnson County • Johnson County Children's Coordinating Council

Mission: To identify human service needs in Johnson County, Kansas and marshal public and private resources to meet those needs.

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ALCOHOL TAX FUND 2006 RECOMMENDATIONS REPORT DRUG & ALCOHOLISM COUNCIL OF JOHNSON COUNTY

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

The purpose of the grant review process conducted by the Drug & Alcoholism Council of Johnson County (DAC) is to direct local Alcohol Tax Funds (ATF) to alcohol and drug prevention, education, intervention, detoxification and treatment programs that serve Johnson County residents. This process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which recommended organizations receive funds from their respective jurisdictions based on the recommendations in this report.

Alcohol Tax Funds are received from a state tax on liquor sold by the drink. Part of the revenue generated by the tax is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs "whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers, or are in danger of becoming alcoholics or drug abusers" (KSA 79-41a04 1997). The Johnson County community as a whole benefits when substance abuse is prevented and/or effectively treated. Funding priorities for 2006 appear in Appendix A. A continuum of services from education through treatment significantly lowers drug and alcohol use, which in turn lowers healthcare costs, reduces crime, reduces child abuse and neglect, increases productivity in employment settings, and lowers associated public costs.

For the 2006 grant review process, \$1,019,835 is available for distribution. Twenty-three applicants requested a total of \$1,315,629. After reviewing written applications, and conducting agency meetings and deliberations, the Grant Review Committee (Appendix B) developed funding recommendations approved by the DAC on October 20, 2005. This Recommendations Report is organized in three sections: Court-Based & Intervention, Education & Prevention, and Treatment.

For additional information on the process or the programs, contact Debbie Doud, UCS Director for Community Initiatives, 913.438.4764 or debbied@ucsjoco.org.



United Way's Planning Partner
in Johnson County

2006 Alcohol Tax Fund Recommendations Summary

APPLICANT	2005 Allocation	2006 Request	2006 Recommendation
COURT-BASED & INTERVENTION PROGRAMS			
Family Conservancy	\$13,000	\$15,000	\$13,000
Friends of Recovery	\$20,000	\$20,000	\$20,000
Intensive Family Counseling	\$44,000	\$44,000	\$44,000
Juvenile Drug Court	\$13,526	\$50,087	\$50,087
Johnson County Library	\$5,000	\$5,000	\$5,000
Lifeskills Management	\$10,000	\$25,000	\$0
SAFEHOME	\$12,500	\$12,500	\$10,000
TLC for Children & Families	\$31,947	\$38,734	\$38,734
SUBTOTAL	\$149,973	\$210,321	\$180,821
EDUCATION & PREVENTION PROGRAMS			
Blue Valley	\$14,265	\$15,135	\$14,265
De Soto	\$24,200	\$38,500	\$24,200
Gardner-Edgerton	\$19,000	\$20,000	\$19,000
NCADD	Did not apply	\$12,350	\$9,880
Olathe	\$33,064	\$35,000	\$32,500
RPC	\$82,700	\$82,700	\$79,700
Shawnee Mission	\$60,000	\$86,016	\$59,136
Spring Hill	\$16,265	\$18,147	\$16,947
SUBTOTAL	\$249,494	\$307,848	\$255,628
TREATMENT PROGRAMS			
Cypress Recovery	\$98,800	\$110,000	\$98,800
Dept. of Corrections	\$35,917	\$36,000	\$20,000
Johnson County ACT	\$140,400	\$140,400	\$140,400
Johnson County ADU	\$253,760	\$253,760	\$253,760
Marillac	Did not apply	\$157,300	\$0
Salvation Army/SOS	\$50,000	\$50,000	\$50,000
SACEK	\$25,917	\$50,000	\$20,426
SUBTOTAL	\$604,794	\$797,460	\$583,386
SUBTOTAL ALL CATEGORIES	\$1,004,261	\$1,315,629	\$1,019,835
DAC Administration	\$71,018	\$75,437	\$75,437
TOTAL	\$1,075,279	\$1,391,066	\$1,095,272

* Excludes allocations to agencies not funded in 2004 or 2005.

ALCOHOL TAX FUND 2006 RECOMMENDATIONS REPORT

Court-Based & Intervention

The Family Conservancy (formerly Heart of America Family Services)

Request: \$15,000

Recommendation: \$13,000

Funding is recommended for various prevention services, including Active Parenting and Anger Management programs, for which the agency is an approved provider through the Johnson County court system. All participants presenting for these and other counseling services receive alcohol and substance abuse assessment at intake, during and at the conclusion of the program. In 2004, Johnson County clients presenting with both Marked/Severe and Moderate risks for alcohol abuse showed significant declines in risk of abuse over three months. The agency works closely with UMKC to analyze outcomes data. The agency uses a sliding fee scale and waives fees under some circumstances. This represents level funding from 2005.

Friends of Recovery Association

Request: \$20,000

Recommendation: \$20,000

Funding is recommended to support this reintegration program through case management, crisis intervention, mediation, and mentoring services to residents of Oxford Houses. Oxford Houses are autonomous, democratically-run homes for men or women who are maintaining sobriety. Residents may not use alcohol or drugs, must pay their share of expenses, and must abide by the democratic process in house management. Specific outcomes include maintaining current and new Oxford Houses as needed, and raising community awareness. The agency maintains 14 Oxford Houses (three for women) in Johnson County. The agency continues to be financially stable and make progress toward diversifying its revenue sources. A recent Americorp contract will bring three VISTA volunteers to the agency, including one dedicated to Johnson County. This represents level funding from 2005.

Intensive Family Counseling

Request: \$44,000

Recommendation: \$44,000

Funding is recommended for the Functional Family Therapy program, a nationally recognized intensive, short-term family treatment model that has been demonstrated to successfully work with a wide range of programs for youth and their families. National data indicates that families participating in this program show significant, long-term reductions in rates of youth crime, drug and alcohol use, violence and delinquent behaviors. Local outcome data reflects decreased drug/alcohol use and delinquent behavior among participating youth, and demonstrated improved family relationships in families engaged in the Functional Family Therapy process. ATF funds are only used for services to youth with identified substance abuse issues and fully subsidize the course of this intervention. This represents level funding from 2005.

Johnson County Court Services, Juvenile Drug Court

Request: \$50,087

Recommendation: \$50,087

Funding is recommended for the Juvenile Drug Court, which began in October 2001, and is one of only two such programs statewide. The program offers intensive outpatient counseling, court supervision, and other requirements in lieu of prosecution, to first-time drug offenders applying

for diversion but presenting with serious drug and alcohol issues. Over half of youth successfully complete the program; of those, less than nine percent re-offend within six months. Other positive indicators include improved school performance and involvement in pro-social activities. Court Services is uniquely positioned to work with this relapse-prone age group that is less likely to succeed with traditional diversion, in a way that enhances resiliency factors while completing treatment. Juvenile Accountability Block Grant funds supported this program through September 2005; those funds are not available for program continuation. This represents an increase from \$13,526 in 2005, and fully funds the program's Drug Court Officer for 2006.

Johnson County Library

Request: \$5,000

Recommendation: \$5,000

Funding is recommended for Changing Lives Through Literature, an alternative sentencing program targeting adult and youth offenders, many with drug convictions. Participants meet weekly in a literary workshop setting to discuss the assigned book. The program continues to demonstrate good utilization levels by eligible participants; of those completing the program, only 18 percent experienced probation revocations, compared with 28 percent revocations among all probationers supervised by the Dept. of Corrections. The program replicates a successful model, but provides more on-going interaction from volunteers affiliated with the court system than is typical, and enjoys strong partnerships with the judiciary, Dept. of Corrections, Johnson County Community College, and Backroads for Books (an advisory and fundraising entity). This represents level funding from 2005.

Lifeskills Management Center

Request: \$25,000

Recommendation: \$0

Funding is not recommended for Project S.A.M. (Suspension Alternative Monitoring), a program for youth on out-of-school suspension and their families. The program provides substance abuse education, academic support, and parent skill training. The DAC recognizes S.A.M. provides a service to the community for youth who are court-ordered (approximately 40 percent of participants) to attend. Funding was decreased from \$17,000 to \$10,000 for 2005 due to the lack of public school district partnerships and organizational capacity to ensure the agency's financial viability; these concerns continue. Further, the agency has not demonstrated measurable outcomes for S.A.M.

SAFEHOME

Request: \$12,500

Recommendation: \$10,000

Funding is recommended for the Substance Abuse and Assessment Program. The agency provides shelter and support services to victims of domestic violence and their children, free of charge. All shelter residents receive assessments through this program that directly addresses the high percentage of residents impacted by substance abuse, either personally or by their partner. Appropriate intervention or treatment, including detoxification, inpatient, or outpatient programs, is recommended following assessment. In 2004, all residents identified with substance abuse problems received referrals to community-based programs, and 96 percent indicated understanding of the need for referral. The DAC would like more follow-up to illustrate utilization of referral services, and completion of treatment programs, but recognizes that the varied length of stay for residents, as well as privacy concerns, are barriers to comprehensive follow-up activities. This represents a decrease from \$12,500 in 2005.

TLC for Children & Families

Request: \$38,734

Recommendation: \$38,734

Funding is recommended for the Shelter-Based Drug and Alcohol program serving adolescents ages 13-17. This population is at high risk of substance abuse as a consequence of experiencing abuse, neglect or family violence, and presenting with mental health issues, low self-esteem, and related concerns. The program focuses on group intervention and education, specifically activities that increase skill sets and coping mechanisms to avoid substance use and/or abuse. Shelter residents invest in their therapeutic community through mentoring, group presentations, and similar activities, all of which place responsibility with youth for program success. Participating youth attending at least five sessions reported increased skills sets and coping mechanisms, and completed either a special topic presentation to their therapeutic group or explained their "story" to that group. The DAC recognizes the varied length of stay for youth diminishes the opportunity for program completion and follow-up, but acknowledges the importance of investing in prevention and intervention activities for this high-risk population. This represents an increase from \$31,947 in 2005.

Education & Prevention

Blue Valley School District

Request: \$15,135

Recommendation: \$14,265

Funding is recommended to support Life Skills Training for elementary students, various parenting programs (including Baseline Training), and teacher training for program delivery. Funds will also provide for Substance Abuse Recovery Groups, facilitated by the Adolescent Center for Treatment, at each of the four high schools. This program was successfully piloted last year at Blue Valley Academy, the alternative high school. Trend data for the district shows overall lower alcohol, marijuana and tobacco use during the past five years. This represents level funding from 2005.

De Soto School District

Request: \$38,500

Recommendation: \$24,200

Funding is recommended to support Parent Training, Teens as Teachers, Student Prevention and Education, staff development, and to partially support a social worker to coordinate these activities. The district experiences very widespread student participation in programming for students and parents, as well as the community at-large. The district uses Communities That Care data to identify programming needs, including those of this culturally and economically diverse community. This represents level funding from 2005.

Gardner-Edgerton School District

Request: \$20,000

Recommendation: \$19,000

Funding is recommended to support the district's multiple alcohol and drug prevention strategies, including character education, Project Outreach, Capturing Kids' Hearts, Project Graduation, and those targeting at-risk students. The district uses Communities That Care student survey data to identify specific risk and protective factors prevalent among the student population, and adjusts programming accordingly. The district continues to benefit from strong community support. This represents level funding from 2005.

National Council on Alcoholism & Drug Dependence (NCADD)

Request: \$12,350

Recommendation: \$9,880

Funding is recommended to support the How to Cope program for parents of youth at the Adolescent Center for Treatment (ACT). How to Cope curriculum will be adapted for parents of adolescents in recovery from substance use or abuse, to assist parents in creating a home environment that fosters long-term abstinence. The program will be offered in conjunction with other parenting classes at the ACT. The NCADD was invited to have the program studied and identified as a Promising Program, the first step toward Model Program status. The How to Cope curriculum has shown increasingly positive outcomes in such measurements as improved knowledge of addiction as a family disease, participant identification of enabling and caretaking behaviors, development of action plans, support systems, and improved self-worth. The agency received an ATF grant in 2004 for a different program and did not apply for 2005 funds. This represents the first allocation for this program.

Olathe School District

Request: \$35,000

Recommendation: \$32,500

Funding is recommended to support Youth Resiliency Initiatives, specifically after-school programming, student drug assessments, and Youth Congress, as well as Guiding Good Choices parent workshops, and additional teacher and school resource officer training. Junior high school after-school programming has contributed to reduced acts of violence, higher standardized test scores, and improved attendance. Further, the district reports increased participation by older students in school activities. This represents a small decrease from 2005.

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

Request: \$82,700

Recommendation: \$79,700

Funding is recommended to support programs that focus on preventing the incidence and prevalence of substance use/abuse and misuse for all age groups. The RPC also tracks data on alcohol, tobacco and other drug use and community attitudes. The RPC reports increased knowledge and understanding by those participating in training, and continues to coordinate services across the state and region, and outreach to all population groups. An increase in funding for 2005 supported 16 additional Baseline Training Workshops at various locations, and a Johnson County Youth Summit focusing on education, skill building, and action planning, that was well-received by schools county-wide. The agency does not charge for its services. This represents a decrease from \$82,700 in 2005.

Shawnee Mission School District

Request: \$86,016

Recommendation: \$59,136

Funding is recommended to support the district's alcohol and drug prevention programs, including student intervention teams, Drug Free Clubs, and Connect with Kids. During the 2004-05 school year, Drug Free Clubs were functional in only about half of district buildings, and measurable outcome data for programs was not provided. This represents a small decrease from 2005.

Spring Hill School District

Request: \$18,147

Recommendation: \$16,947

Funding is recommended to support the district's comprehensive alcohol and drug prevention programs offered at the elementary, middle, and high schools: D.A.R.E., Reach Out America Life Education, S.A.D.D., Natural Helpers, Service Learning, Body Walk, LINKS Academy, Fatal Vision Simulation, and individual and group counseling and educational conferences for parents. All students receive services from one or more funded programs. The district utilizes Communities That Care data to identify programming needs and has successfully incorporated some programming into existing district curriculum. This represents a small increase from 2005.

Treatment

Cypress Recovery

Request: \$110,000

Recommendation: \$98,800

Funding is recommended to support substance abuse treatment (Level I, outpatient; Level II intensive outpatient) and relapse prevention services for men, women, and adolescents. The agency has a sliding fee scale for individuals without insurance, or who do not meet income guidelines to qualify for reimbursement with state funds. Client needs are met with gender- and treatment-specific (individual, group and or family counseling) plans. Program outcomes would be more meaningful if short-, intermediate- and long-term changes in client behavior, attitude, knowledge, condition, or the like, were measured. This represents level funding from 2005.

Johnson County Dept. of Corrections,

Gender Specific Substance Abuse Treatment for Women

Request: \$36,000

Recommendation: \$20,000

Partial funding is recommended for this program and will support several gender-specific therapy groups for women at the Residential Center. Very little concrete data is available, as the program has been operational for less than a year. Anecdotal evidence, however, is very positive. Further, national research shows a need for gender specific treatment, as women typically demonstrate better outcomes from gender specific group therapy, than from groups comprised of both sexes. With the collection of outcome data, the DAC anticipates this program will attract additional funding. This represents a decrease from \$36,917 in 2005.

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

Request: \$140,400

Recommendation: \$140,400

Funding is recommended for Johnson County Mental Health Center's ACT program, the only residential youth substance abuse treatment program (intermediate) in the community, and one of three statewide. The residential, coeducational facility can house 20 youth ages 12-18. In addition to therapeutic programming, youth receive psychiatric and physical examinations, and participate in academic and recreational activities. Outpatient programming offers two to six hours of weekly counseling groups focusing on education, refusal/recovery, and relapse prevention. The ACT met or exceeded all outcome goals in 2004. A sliding fee scale is used to determine the fees charged, although inability to pay will not preclude treatment. The ACT continues to work closely with community partners in service delivery by providing assessments, consultation and training. This represents level funding from 2005.

Johnson County Mental Health, Adult Detoxification Unit (ADU)

Request: \$253,760

Recommendation: \$253,760

Funding is recommended to support one of only two adult social detoxification programs in the region. Services are available for adults who are intoxicated, in withdrawal, or at risk of withdrawal, on a 24-hour basis. In addition to contributing to public safety, the ADU interrupts the cycle of addiction and seeks to connect individuals to treatment or other appropriate community-based services. Law enforcement officers and emergency room staff deliver or transfer individuals to this safe environment. The ADU exceeded all outcome goals for 2004. The ADU continues to have strong working relationships with area treatment providers, as well as other community partners. A sliding fee scale is used, although inability to pay will not preclude treatment. This represents level funding from 2005.

Marillac

Request: \$157,300

Recommendation: \$0

Funding is requested for youth ages 10-17 in its Level VI Secure Residential Treatment Center, who have a primary diagnosis of substance abuse. Requested funds would support 12 youth for 60 days each (730 days), or more youth, depending upon the length of stay. Marillac proposes to serve youth in the Kansas foster care system, referred from KVC Behavioral Healthcare, with whom Marillac provides subcontracted services supporting KVC's contract with the State of Kansas. Primarily because of uncertainty associated with determining the party (or parties) with ultimate financial responsibility for the proposed services, the DAC does not recommend funding for this program at this time.

Salvation Army/Shield of Service (SOS)

Request: \$50,000

Recommendation: \$50,000

Funding is recommended to support intermediate and reintegration treatment services for men, including a relapse prevention program for chronic substance abusers. SOS offers group and individual counseling and case management services, and is unique in combining its treatment design with an extended continuum of care. SOS continues to meet outcomes of 80 percent of Johnson County residents completing treatment, with 50 to 65 percent of those remaining abstinent for at least one year. A sliding fee scale is used, although inability to pay will not preclude treatment. This represents level funding from 2005.

Substance Abuse Center Of Eastern Kansas (SACEK)

Request: \$50,000

Recommendation: \$20,426

Funding is recommended to provide intermediate inpatient services for women and their children, and outpatient treatment for women. SACEK provides intermediate reintegration and continuing care services, as well as residential treatment. This program targets the indigent, and is the only one of its kind for women with children in our community, providing on-site child care. The agency needs to enhance data collection, accurately measure outcomes, and provide outcomes other than client knowledge and self-report. A sliding fee scale is used, although inability to pay will not preclude treatment. This represents a decrease from \$25,917 in 2005.

APPENDIX A

DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY

2006 FUNDING PRIORITIES

Alcohol Tax Fund priorities for 2006 are:

- Reduce underage substance use;
- Reduce substance abuse and misuse by adults; and/or,
- Reduce the incidence of relapse or recurrence of substance abuse among underage or adult populations.

Applications will be evaluated according to these criteria:

- Community Need
 - Program addresses a clearly stated community need, or opportunity to address a community need
 - Program targets populations with higher levels of need than other population groups in the community
 - Program focuses on particularly important needs of the targeted group
- Program Activities
 - Activities respond directly to the identified community need(s)
 - Program is accessible to the target population(s)
 - Program accommodates cultural differences and special needs
 - Activities replicate a research-based model or other established program for which documentation of effectiveness exists
- Coordination and Integration
 - The program coordinates with other community services to maximize the impact of available resources
 - The program provides integrated services to program participants
- Outcomes
 - The program defines clear and measurable outcome(s), and includes data collection for evaluating success in achieving those outcome(s)
 - The program demonstrates clear linkage between program design and the proposed outcome(s)
 - The program provides reasonable evidence of the achievement of previously identified outcome(s)
- Organizational Capacity
 - The program has attracted sufficient public, private, and volunteer resources to produce proposed outcomes
 - The program budget is realistic and reasonable in light of the proposed activities
 - The application demonstrates that Alcohol Tax Funds are critical to achieving the stated outcomes
 - The application and program comply with grant conditions

APPENDIX B

DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY

2006 GRANT REVIEW COMMITTEE

Heather Bradley-Geary, Assistant Director, Phoenix Family Housing Corp.

Cheryl Carpenter-Davis, Associate Dean, Blue River Community College, City of Mission Representative

Lora Christian, Community Volunteer, City of Leawood Representative

Marc Erickson, Attorney, Wagstaff & Cartmell

Heather Gonzales, Service Coordinator, Phoenix Family Housing Corp.

Curt Hoover, Assistant City Prosecutor, City of Olathe Representative

Mark Leiker, Johnson County Sheriff's Dept.

Cathy Mapes, Baptist-Lutheran Medical Center

Scott Moore, Chief Operating Officer, Virtumundo, City of Overland Park Representative

Jeff Parker, Waddell & Reed

Dan Sullivan, Lenexa City Council, 360 Architects, City of Lenexa Representative

Brent Venneman, Assistant District Attorney, Johnson County, KS

Carrie Wagstaff, Community Volunteer

Carmen Williams, Director of Services, Clinical Professional Counselors

Staff: Debbie Doud, UCS, Director for Community Initiatives

PK2005-11: Consider 2006 British Soccer Camp

Background:

The City maintains a contract with British Soccer, a division of Challenger Sports, to provide two instructional soccer camps in a Prairie Village Park over the course of the summer. Over the past few years this camp has grown in popularity.

Program Impact:

The camp is fully run by the British Soccer organization. The City provides use of the park space. The camps in 2006 will take place from July 17, 2006 through July 21, 2006. The first camp will be held from 9:00 – 12:00 in the morning and the second camp will take place from 5:00 – 8:00 in the evening. These camps will be held in Meadowlake Park.

Financial Impact:

British Soccer will charge camp participants a fee of \$100.00 per session. The City will charge British Soccer a fee of \$10.00 per camp participant. In 2005 the camps had thirty-two participants which generated \$320.00 revenue for the City.

Recommendation:

The Parks & Recreation Committee recommends approval of the PK2005-11: 2006 British Soccer Camp Contract.

AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND BRITISH SOCCER

The undersigned, British Soccer, a division of CHALLENGER SPORTS CORP., a corporation organized and existing under the laws of the State of Kansas, located at 8045 Flint, Lenexa, KS 66214 (hereinafter termed "British Soccer") and the City of Prairie Village, a municipal corporation (hereinafter termed "City"), enter into the following rental agreement with regard to the dates and terms specified below. This rental agreement is for the purpose of conducting a soccer camp for the children of Prairie Village and its surrounding area.

British Soccer and the City do hereby agree to the following terms:

Services Provided:

British Soccer shall make available, conduct and maintain two (2) instructional soccer camps in accordance with the terms of this Agreement. Coaches provided will hold the minimum of a Football Association Coaching License/Challenger/British Coaching certification. There will be at least one qualified coach for each coaching group (12-15) campers. The camps shall consist of five (5) sessions of at least three (3) hours each. British Soccer shall not be required to conduct the camps if it is determined by mutual agreement of the parties that there is not sufficient interest among participants to justify the camp.

Cost of Camp:

The cost for each participant for the camp session shall be \$100.00. British Soccer shall be in charge of collecting these fees from the participants.

Facility Reserved:

British Soccer and City agree that the camp will be held at Meadowlake Park, which is located in the city of Prairie Village, Kansas.

Camp Date:

The camp will take place from July 17, 2006 through July 21, 2006. In the event of a cancelled day of camp due to weather, the City will allow the use of said facility at no additional cost to the British Soccer for make-up days on days mutually agreed upon.

Facility Use/Condition:

The City will allow British Soccer exclusive use of said facility from 9:00 a.m.-12:00 p.m. and 5:00 p.m.-8:00 p.m. daily during the days of the camp. This applies to all applicable areas of said facility, including but not limited to: all playing field areas, restrooms, and covered shelter areas. However, British Soccer understands that the facility is a public park and the residents of Prairie Village may reasonably use the portions of the facility not in use by British Soccer.

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

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

Rental Payment:

British Soccer agrees to pay a rental fee of nine U.S. dollars (\$10.00) per student enrolled in said camp. This fee is intended to reimburse the City for its costs in making the facility available for the camps. British Soccer will pay the City of Prairie Village by check no later than September 1, 2006. This shall be the only payment required in consideration of the use of said site for said camp. Enrollment rosters will be provided by British Soccer as proof of camp attendance.

Insurance:

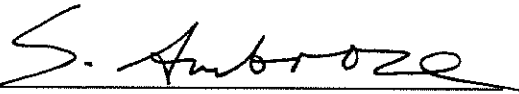
British Soccer will provide proof of insurance prior to the first day of camp. The City will be recognized as a Certificate Holder and a copy of the insurance certificate will be sent to the City.

Liability:

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

The Agreement:

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between British Soccer and the City with respect to the 2006 British Soccer Camp season, from May 1, 2006 to September 1, 2006, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.


British Soccer Representative

19th October 2005
Date

City of Prairie Village Representative

Date

Consider 2006 Legislative Program

Background:

Each year the City Council approves a Legislative Program which is sent or presented to locally elected officials in the State Legislature. In years leading up to 2004, the City prepared a program similar to those of other Cities which included pages of background information and descriptions of many issues the City felt state officials should consider. In 2004, the City prepared a one page (front and back) Legislative Program in the hopes a shorter user friendly document would be more likely to catch the eye of state officials as they sort through the numerous legislative agendas received each year.

The 2005 Program is attached. Options for updates based upon the LKM 2006 Statement of Municipal Policy, the First Suburbs Coalition Legislative Agenda, and the MARC 2006 Kansas State Legislative Platform are below for your consideration. I've also included notes, if any, received from Bob, Doug, Chief Grover, and Karen our Finance Director.

League of Kansas Municipalities

- Support legislation which continues to allow for the use of eminent domain for economic development purposes, and strengthens the process which balances private property interests and the welfare of the community at large.
- Support uniformity in the state sales tax act, so long as existing sales and excise tax authority is maintained.
- Support legislation which would increase competition for the placement of idle public funds by authorizing placement in any bank, savings and loan association, or savings bank in the United States.
- Oppose the application of the Taxpayer Bill of Rights (TABOR) as an erosion of representative democracy which over time will jeopardize the health and safety of Kansans.
- Defend local control and oppose preemption of local ordinances regarding firearms.
- Encourage the Kansas Congressional Delegation and the Kansas Legislature to protect the ability of cities to manage their rights-of-way and impose franchise fees regarding telecommunications and cable companies.

Mid America Regional Council

- The MARC Board urges the legislature to support enabling legislation for regional public infrastructure systems.
- The MARC Board supports legislation that would allow local governments to issue citations for running a red light when identified by an automated camera.
- The MARC Board encourages states legislators to support legislation for a primary seat belt law.
- The state legislature is encouraged to review existing state statutes and amend them as necessary to ensure that all first responders, particularly law

enforcement personnel, have the ability to work together across jurisdictional and state boundaries on a large emergency incident, including acts of terrorism.

- The state legislature is urged to allow local governments to retain their ability to manage the public right-of-way to ensure the provision of critical public infrastructure and services.
- The state legislature is urged to retain local government ability to use eminent domain for appropriate health, safety and economic development purposes.

First Suburbs Coalition

- Support reformulation of the school aid formula and adequate funding to support the formula.
- Support state programs that allow communities to use tax credits to encourage redevelopment.
- Support legislation that would allow citizens of the Kansas City region to establish a metropolitan transit district and regional districts supporting other regional infrastructure.

Recommendations:

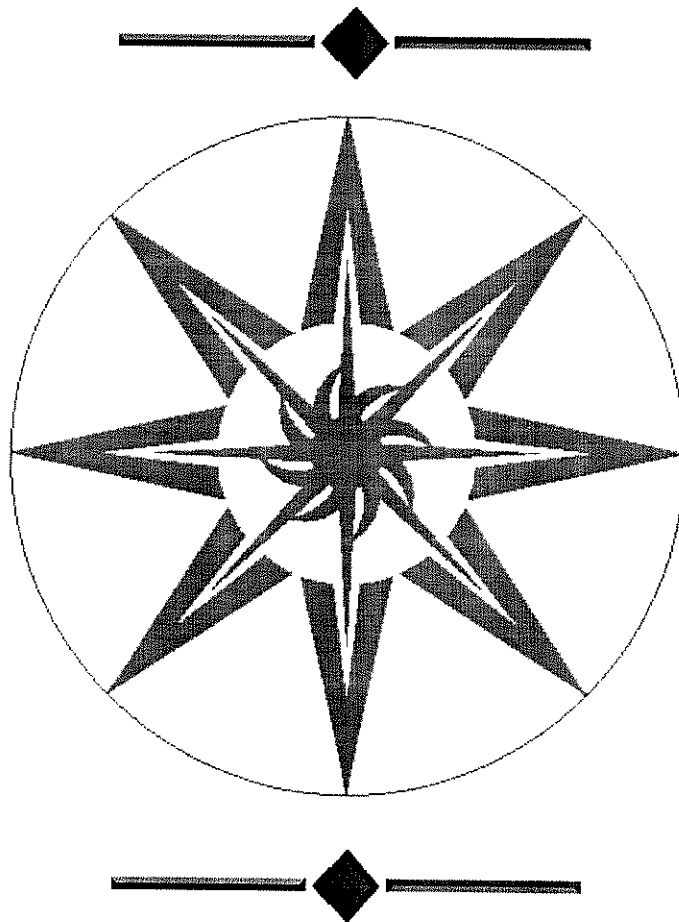
1.) Remove the Legislative Item, *Kansas Open Records Act and Kansas Open Meetings Act*. The Open Records Act was scheduled to sunset in 2005 and legislators made changes to it along with the Open Meetings Act this past legislative session. The Open Records Act now sunsets on July 1, 2010.

2.) Reword Legislative Item, *Eminent Domain*, to read similar to that of the League of Kansas Municipalities. The City of Prairie Village supports legislation which continues to allow for the use of eminent domain for economic development purposes, and strengthens the process which balances private property interests and the welfare of the community at large.

3.) Reword Revenue and Taxation item, *Franchises and Franchise Fees*, to that of the League of Kansas Municipalities. The City of Prairie Village encourages the Kansas Congressional Delegation and the Kansas Legislature to protect the ability of cities to manage their rights-of-way and impose franchise fees regarding telecommunications and cable companies.

4.) Add an issue to replace the Open Meetings and Open Records Acts. Space for one more issue the Council wishes to express its position on will be available if the Open Records/Meetings item is removed.

CITY OF PRAIRIE VILLAGE



LEGISLATIVE PROGRAM 2005

2005 Legislative Priorities

EDUCATION

State Funding of Public Education – The City of Prairie Village supports legislation that would remove or raise school districts' local option budget cap – the limit on money a district can raise through taxes above its basic state aid. The City does not oppose a state tax increase to fund K-12 public education.

REVENUE AND TAXATION

Municipal Revenue – The City of Prairie Village supports legislation that preserves existing municipal revenue sources, including state aid, or provides authority for local option municipal revenue enhancement.

Unfunded State Mandates – The City of Prairie Village opposes legislation that imposes additional state mandated functions, activities, or practices on units of local government.

Spending Limitations and Tax Lids – The City of Prairie Village opposes legislation imposing limits to either taxing or spending by local governments. Consistent with the concept of Home Rule authority, local governing bodies most appropriately make local taxing and spending decisions.

Franchises and Franchise Fees – The City of Prairie Village supports legislation that ensures that municipal property is not used for private gain without adequate compensation to the city for such a privilege.

LEGISLATIVE ITEMS

Kansas Open Records Act and Kansas Open Meetings Act – The City of Prairie Village supports retention of current exceptions when the disclosure exceptions in the existing law are reviewed by the legislature.

Eminent Domain – The City of Prairie Village supports current law governing municipalities' use of eminent domain. As the United States Supreme Court is slated to address this issue in the near future, the City believes the Legislature should refrain from action until a decision is reached.

Listing of Elected City Officials

All public officials and appointed staff can be reached at the Prairie Village Municipal Building by calling 913-381-6464 or by sending an e-mail to their respective addresses.

Mayor

4/2007 Ron SHAFFER
mayor@pvkansas.com

Council Member

WARD I

4/2006 Bill GRIFFITH
bgriffith@pvkansas.com
4/2008 Al HERRERA
aherrera@pvkansas.com

WARD IV

4/2006 Laura WASSMER
lwassmer@pvkansas.com
4/2008 Pat DANIELS
pdaniels@pvkansas.com

WARD II

4/2006 Steve NOLL
snoll@pvkansas.com
4/2008 Ruth HOPKINS
rhopkins@pvkansas.com

WARD V

4/2008 B. Kay WOLF
kwolf@pvkansas.com
4/2006 Jeff ANTHONY
janthony@pvkansas.com

WARD III

4/2006 Greg COLSTON
gcolston@pvkansas.com
4/2008 Andrew WANG
awang@pvkansas.com

WARD VI

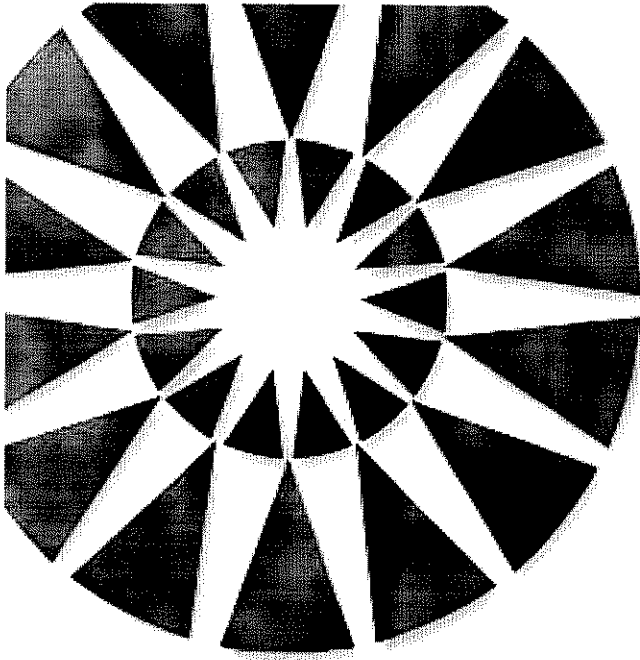
4/2006 David BELZ
dbelz@pvkansas.com
4/2008 Diana Ewy SHARP
desharp@pvkansas.com



2006

Statement of Municipal Policy

Published by the League of Kansas Municipalities



About the League

Established by municipal officials in 1910, the League of Kansas Municipalities (LKM) is a voluntary, nonpartisan federation of over 560 Kansas cities. It operates as a public agency and is defined by state law as an instrumentality of its member cities. The powers and duties of the League are prescribed by state law and in bylaws adopted by the voting delegates of its member cities.

Mission Statement

The mission of the League shall be to unify, strengthen, and advocate for the interests of Kansas municipalities to advance the general welfare and promote the quality of life of the people who live within our cities.

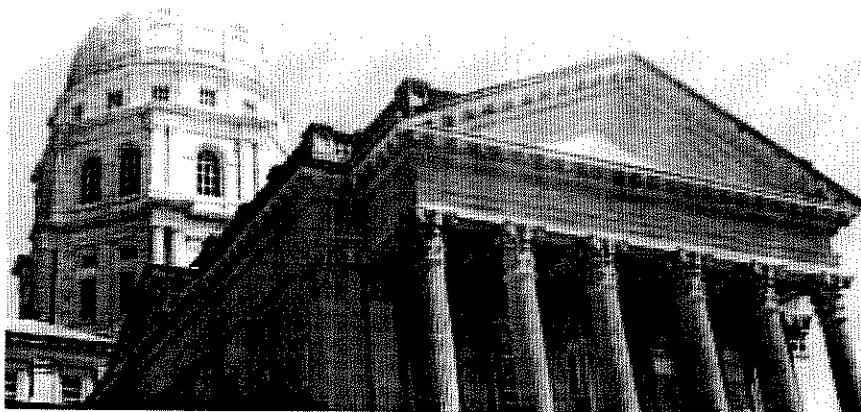
Policy Development

This *Statement of Municipal Policy* defines the core principles of the organization. It was developed by city officials through the League's policy committees. There are three policy committees that are focused in specific areas: Finance & Taxation, Public Officers & Employees, and Utilities & Environment. The fourth committee, the Legislative Policy Committee, reviews the entire *Statement* and the recommendations of the three specific committees. The *Statement* is then submitted to the Governing Body and is ultimately adopted by the Convention of Voting Delegates at the League's Annual Conference. For more information about the League policy committees or process, check out the LKM website at www.lkm.org or contact us at (785) 354-9565.

2006 Legislative Priorities

Over 80% of Kansans live in an incorporated city. The prosperity of the State of Kansas is absolutely dependent upon the prosperity of our cities. In an effort to promote healthy and sustainable communities, the elected and appointed city officials of Kansas hereby establish the following as our legislative action agenda for 2006:

- Support legislation which continues to allow for the use of eminent domain for economic development purposes, and strengthens the process which balances private property interests and the welfare of the community at large.
- Support uniformity in the state sales tax act, so long as existing sales and excise tax authority is maintained.
- Support legislation which would increase competition for the placement of idle public funds by authorizing placement in any bank, savings and loan association, or savings bank in the United States.
- Oppose the application of the Taxpayer Bill of Rights (TABOR) as an erosion of representative democracy which over time will jeopardize the health and safety of Kansans.
- Defend local control and oppose preemption of local ordinances regarding firearms.
- Encourage the Kansas Congressional Delegation and the Kansas Legislature to protect the ability of cities to manage their rights-of-way and impose franchise fees regarding telecommunications and cable companies.



2005-2006 Governing Body



President
Mike Boehm
Mayor, Lenexa



Vice President
Allen Dinkel
City Manager, Hoisington

Past Presidents

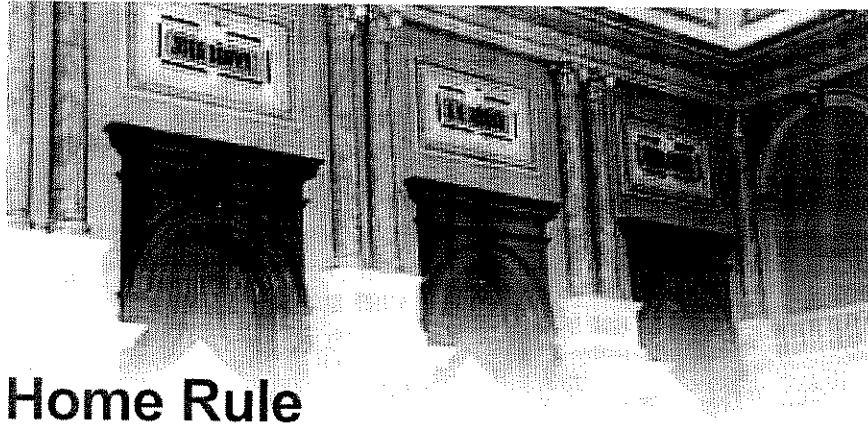
Tony Fiedler, Commissioner, McPherson
Warren Hixson, Mayor, Colby
Richard Jackson, Mayor, Ottawa
Pat Lawless, Mayor, Osage City
John Zutavern, Commissioner, Abilene

Directors

Bill Bunten, Mayor, Topeka
Brenda Chance, City Clerk, Phillipsburg
Carl Gerlach, Mayor, Overland Park
Tom Glinstra, City Attorney, Olathe
Hardy Howard, City Administrator, WaKeeney
Carlos Mayans, Mayor, Wichita
Reynaldo Mesa, Commissioner, Garden City
Joe Reardon, Mayor/CEO, Wyandotte Co./KCK
Jack Rowlett, Councilmember, Paola
Bruce Sneed, Commissioner, Manhattan
Ray Toso, Mayor, Emporia
Les Wilhite, Councilmember, Yates Center

Executive Director

Don Moler

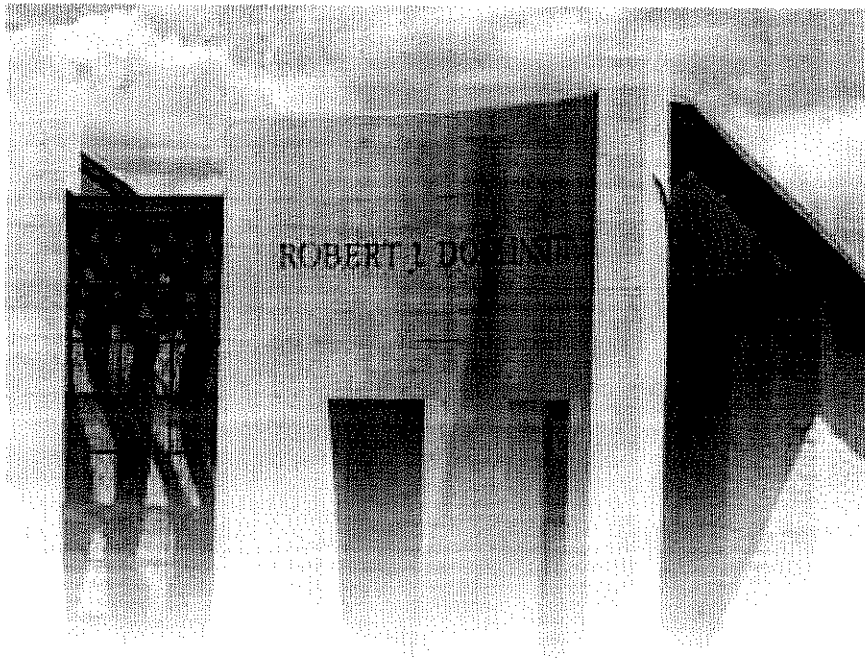


Home Rule



LKM supports the constitutional home rule authority of Kansas cities. Self-governance by locally elected officials must be preserved in order to ensure that local issues and problems are handled at the level of government closest to the citizens that they represent.

- **Annexation.** The ability of cities to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. We oppose any change which limits the authority of cities to grow through annexation.
- **Eminent Domain.** Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Further, the use of eminent domain for economic development has long been recognized as a public use of this authority. We support the existing statutory safeguards which were enacted to protect private property interests.
- **Interlocal Cooperation.** We support the principle of voluntary cooperation among all levels of government.
- **Governmental Immunity.** We support continued immunity for cities from tort liability.
- **Police Powers.** We oppose "takings" legislation that would restrict the authority of cities to regulate in order to protect the health, safety, and welfare of the public.
- **Public Property & Rights-Of-Way.** We oppose any legislation which would restrict the ability of cities to control public property and rights-of-way or the ability of cities to franchise those entities that utilize the rights-of-way.
- **Consolidation.** We oppose any statutory barriers to local consolidation. We further believe that the issue of consolidation is an inherently local one and that the voters should be allowed to determine whether consolidation with another unit of government occurs.
- **Intergovernmental Relations.** In order to promote effective and efficient government at all levels, we support the continuation of the Kansas Advisory Council on Intergovernmental Relations (KACIR).



Governmental Ethics



Elected and appointed city officials are committed to open and honest government. Cities should maintain the authority to supplement state law requirements with local policies concerning open government and ethics.

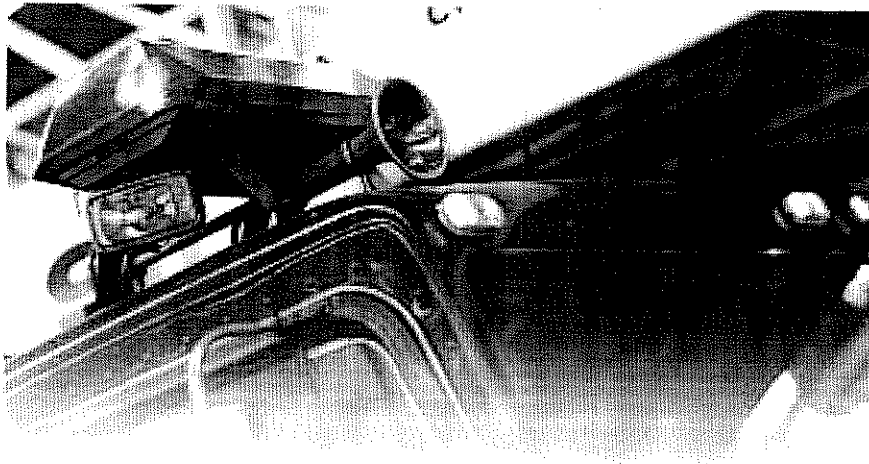
- **Open Meetings.** All levels of government should be subject to the same open meetings requirements. These laws should not be unduly burdensome.
- **Open Records.** State laws governing open records should balance the public's right of access with the necessity of protecting the privacy of individual citizens and the ability of public agencies to conduct their essential business functions. The statutorily required sunset for all exemptions to the Kansas Open Records Act is impractical and should be removed.
- **Local Ethics Policies.** We support the establishment of local ethics policies by locally elected officials. We oppose legislation that restricts the ability of city governing bodies to adopt local ethics policies for elected and appointed city officials.
- **Intergovernmental Discourse.** Communication between all levels of government is critical to the successful delivery of public services to the citizens of Kansas. Without public interest lobbyists, only the views of special interests seeking private benefits will be heard. We oppose any restriction on the use of state and local public moneys to provide information and lobby on behalf of our cities and citizens.



Public Employees

➤ **City employees are the foundation of effective city government. City governing bodies must have the authority to develop local personnel policies in order to attract and maintain a high quality public workforce.**

- **PEERA/Collective Bargaining.** We oppose any legislation that would remove the local option provision from the Public Employer-Employees Relations Act. We oppose any federal or state mandate which would require collective bargaining at the local level.
- **KPERS/KP&F.** We support achieving a fully funded public employees retirement system within a reasonable period of time. The local KPERS system should remain separate from the state and school retirement system. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire.
- **Personnel Mandates.** We oppose state and federal mandates involving public personnel.
- **Workers Compensation.** We support reasonable and just benefits for employees injured within the course and scope of their public employment, and effective enforcement of the workers compensation act to eliminate payment of unjustified benefits.
- **Prevailing Wage.** We oppose federal and state prevailing wage mandates.
- **Health Care & Other Benefits.** We support cooperation and active study of ways to relieve the financial burden of securing employee health care coverage, including the continued option for cities to participate in the state health care program.



Public Health & Safety



Cities play a critical role in the protection of the health and safety of the citizens of Kansas. Because mandated programs are more costly and less efficient, government at all levels should cooperate in the development of health and safety programs.

- **Law Enforcement and Public Safety.** We believe that cooperative efforts, rather than mandated requirements, are vital to the efficient and effective development of local law enforcement and public safety programs.
- **Transportation.** The state should fully fund and maintain the 1999 comprehensive transportation program that includes local input and participation as a key component.
- **Emergency 911 Services.** Cities and counties should maintain local control of the 911 system and the 911 tax should continue to include both wireline and wireless communications.
- **Alcohol & CMB Regulation.** We support the authority of cities to license and regulate alcoholic liquor and cereal malt beverage retailers and establishments.
- **Municipal Courts.** We support the local control of and judicial authority of municipal courts and the appointment of municipal judges.
- **Firearms.** We oppose any legislation which preempts local regulation of firearms.
- **Homeland Security.** First responders at the local level serve as the front line defense in the prevention and response to terrorism and other security risks. Local governments should be granted maximum flexibility and discretion over implementation of monies and strategies regarding homeland security. Local governments should be active participants in the decision making process and the implementation strategies should promote cooperative efforts between federal, state, and local government.
- **Red-Light Running Cameras.** We support the ability of cities to establish cameras at intersections in order to enforce red-light running laws.



Municipal Utilities



Cities operate a variety of utility services that impact the day-to-day lives of Kansans. Locally elected officials should maintain the greatest measure of self-determination in the operation of these vital city functions.

- **Flexibility in Funding.** We support the authority of local governing bodies to make decisions concerning the financing of local utilities.
- **Power Aggregation.** We support the right of cities to act as power aggregators on behalf of their citizens.
- **Franchise Authority.** We oppose any legislation that restricts the current franchise authority for cities.
- **Municipal Operation.** We oppose any legislation that restricts the ability of cities to operate municipal gas, water, electric, sewer, telecommunications, solid waste, storm water, or other utility services.
- **Mandates.** We oppose federal and state mandates regulating the operation of municipal gas, water, electric, sewer, solid waste, or storm water utilities. Any mandates which are passed down to cities should be accompanied by appropriate funding.
- **One-Call.** We support the inclusion of municipal utilities in the state one-call system on a voluntary basis.
- **Statewide Energy Policy.** We support the development of a statewide energy policy and encourage the state to adopt legislation providing the mechanism and staff support for the development of such policy.
- **Energy Capacity.** The State of Kansas, in cooperation with federal, regional, and local officials, should carefully examine generation and transmission capacities in the state, including the possibility of renewable energy sources.



Community Development



Cities are an important part of the economic backbone of Kansas. The development and redevelopment of commercial centers, residential communities, public facilities, and industrial areas is necessary to the sustained growth and stability of the Kansas economy.

- **Airport Funding.** We support the use of state economic development dollars (EDIF funds) to enhance airport facilities and services.
- **Economic Development Partnerships.** State and regional partnerships are vital to the sustained growth of the state and should be supported by policy and with adequate funding.
- **Tax Abatements.** We support the authority of cities to offer tax abatements to encourage business investment in their communities.
- **Tax Increment Financing (TIF).** We support the continued use of TIF in order to promote economic development. TIF laws should allow maximum flexibility and allow for efficient use by cities regardless of size.
- **Revitalization Tools.** We support the continued use of the Neighborhood Revitalization Act and the Downtown Redevelopment Act in order to promote local neighborhood development.
- **Recreational Trails.** We support the development of recreational trails, including rails to trails projects, and oppose state and federal legislation that would make such development more burdensome or costly.
- **Tourism.** We support cooperative ventures between the state and local government in Kansas to promote tourism as an industry which is vital to growth and development all across the state. The State of Kansas should commit more resources to the promotion of tourism.
- **STAR Bonds.** We support the ability of cities to utilize STAR bonds in order to promote economic development in their communities.
- **Transportation Development Districts.** We support the continued ability of cities to establish transportation development districts in order to provide for the transportation infrastructure needs in the community.

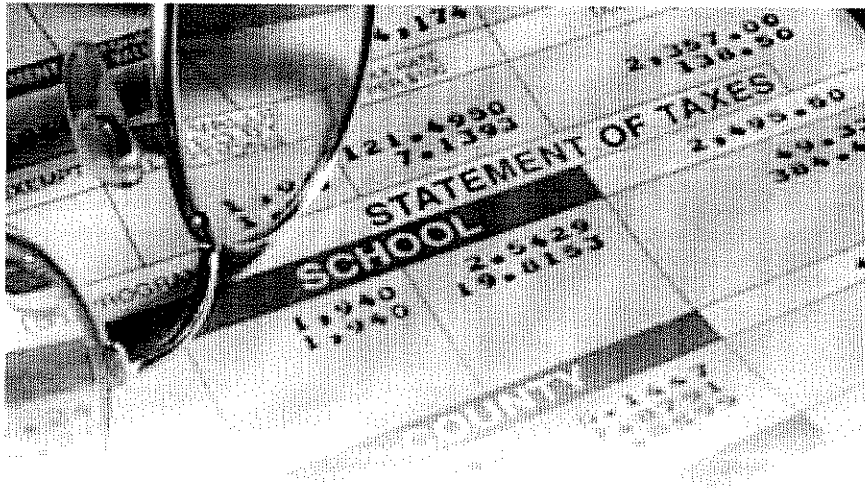


Water & Environment



Effective management of natural resources to protect and preserve the ability of local government to meet public needs is vital for the future of Kansas and its communities. State and federal environmental regulations should be based on sound science and technology and should not be imposed without a cost/benefit analysis.

- **Water Quality.** We support a clean and adequate public water supply and the protection of public health and aquatic life. We endorse cooperative solutions to water quality challenges.
- **Water Quantity.** State laws and administrative procedures should provide for the vigorous protection of current and future municipal water supplies.
- **Solid Waste.** The home rule powers of cities to dispose of and manage municipal solid waste should not be restricted. We oppose any legislation which would declare changes in private solid waste providers to be a taking.
- **Clean Air.** Air quality controls should be based on reasonable standards, proven technology, and should take into consideration improvement of the overall quality of life in Kansas, including its orderly economic development.
- **Water Planning.** We support a regional approach to water planning and encourage city involvement in this process.
- **Hazardous Waste.** We support a comprehensive state-local approach to provide assistance in identifying hazardous wastes and to develop programs to monitor and dispose of such wastes.
- **Stormwater Management.** We encourage KDHE to work with cities and provide technical support in the implementation of reasonable regulations related to stormwater management.
- **Infrastructure Funding.** We support increased federal and state funding to assist local communities with their water and wastewater infrastructure and associated security needs.



Municipal Finance

➤ **An adequate source of revenue is necessary in order to fund the essential services of city government. Because each city is unique in both services provided and the ability to pay for such services, maximum flexibility should be granted to local governing bodies to determine the amount and source of funding for city services.**

- **Tax/Spending Lid.** We oppose any state-imposed limits on the taxing and spending authority of cities. We believe that local spending and taxing decisions are best left to locally elected officials and the citizens they serve.
- **Revenue Sharing.** The State Legislature should reinstate the City-County Revenue Sharing program and the Local Ad Valorem Tax Reduction program, and should maintain complete funding for the Special City-County Highway Fund. The State should fund all revenue sharing funds at the existing statutorily-required levels. (Joint initiative with the Kansas Association of Counties.)
- **Unfunded Mandates.** We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.
- **Municipal Bonds.** We support the removal or modification of overly burdensome and costly restrictions affecting the issuance of municipal bonds. Further, we support the continued tax-exempt status for municipal bonds.
- **Alternative Revenue Sources.** Locally elected officials and the citizens they represent should be granted the authority to impose local-option taxes. Existing state preemption of local-option taxes should be removed.
- **Streamlined Sales Tax Project.** We support the Streamlined Sales Tax Project including a local compensating use component. Locally elected officials and their citizens should determine local sales and use tax rates. We urge Congress to take action as soon as practicable to pave the way for mandatory collection

of sales and use taxes on remote sales. Any federal tax legislation should not preempt state and local sales tax authority. We categorically oppose including any other issue, including changes in the ability of cities to impose and collect taxes and fees on telecommunications providers, as a part of streamlined sales tax legislation. We strongly urge cities not to exempt themselves from any provisions of the sales tax act which might interfere with the state's compliance with the Streamlined Sales Tax Project.

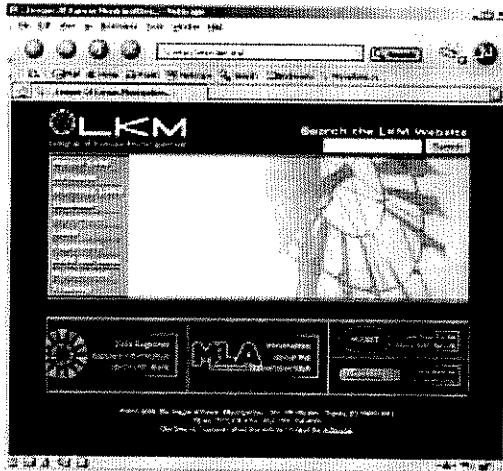
- **Local Sales and Excise Taxes.** We support the authority of cities to establish sales tax rates locally. We oppose any attempt to unify or restrict the ability of cities to establish local sales tax rates. We support the existing home rule authority for cities to impose local excise taxes and we oppose any attempt to restrict this authority.
- **TABOR.** Oppose the application of the Taxpayer Bill of Rights (TABOR) as an erosion of representative democracy which over time will jeopardize the health and safety of Kansans.
- **Budgeting.** Accurate assessed valuation information must be available and the statutory timetable should include reasonable deadlines for submission.
- **Sales Tax Exemptions.** We oppose the continued erosion of the state and local sales tax base. The Legislature should actively review existing exemptions in order to determine whether the exemptions are still appropriate.
- **Property Appraisal.** In order to maintain fair and equal taxation, we support appraisals based on fair market value.
- **Valuation Caps.** We oppose caps in property valuations as unconstitutional and inequitable.
- **Banking and Investment Restrictions.** We support maximum banking and investment choices for local government. At a minimum, cities, counties, and school districts should have the same banking and investment authority that the state has granted to itself. (Joint initiative with the Kansas Association of Counties.)
- **Independent Living Units.** We recommend amendment and clarification of the state law with regard to independent living units which are operated by not-for-profit entities. As a matter of tax equity and fairness, we support the inclusion of independent living units as taxable properties.

Legislative Services

➤ The League is committed to providing the membership with timely and comprehensive information on legislative issues and LKM activities in 2006. This information will be available in a variety of forms.

LEAGUE NEWS

The *League News* consists of an up-to-the-minute summary of important League issues that may require your immediate attention and action. The *League News* is e-mailed weekly during the legislative session and periodically throughout the rest of the year to provide the membership with timely information on League issues, legislative activities, and upcoming meetings and hearings. If you are not already receiving LKM information electronically, contact Betty Wapp at bwapp@lkm.org.



League Website

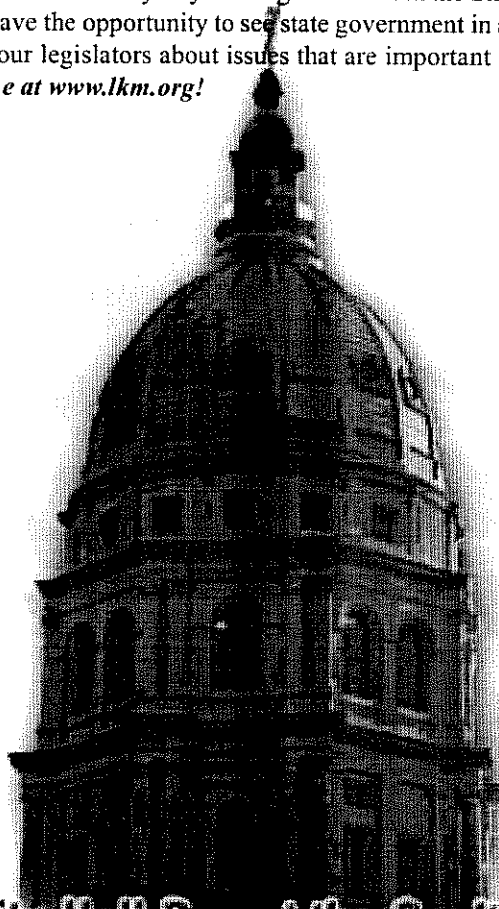
LKM has developed a comprehensive Legislative page on our website www.lkm.org. Designed as a one-stop page for current legislative information, the "Legislative" button on our home page takes you to a number of key legislative resources including:

- 2006 Statement of Municipal Policy
- City Hall Day at the Capitol
- Bills Online
- League News Archive
- LKM Lobbying Staff
- Legislative Guide
- Legislative Calendar
- Other Legislative and State Links

Join us for
City Hall Day at the Capitol
Thursday, January 26, 2006

The League of Kansas Municipalities is proud to present the fifth annual "City Hall Day at the Capitol" on January 26, 2006. There is a \$25 charge to attend this event. This fee includes lunch.

City officials from across the state will gather in the Kansas State Capitol for an exciting and informative day. By holding this event in the State Capitol, we hope that you will have the opportunity to see state government in action and find time to visit with your legislators about issues that are important to your community. *Register online at www.lkm.org!*



City Hall Day at the Capitol
Thursday, January 26, 2006

LKM Legislative Staff

The LKM membership is served by a legislative team which has nearly 50 years of collective experience with the Kansas Legislature.

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Sandy Jacquot, Director of Law/General Counsel
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(5th Session)
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2006 Kansas State Legislative Platform Mid-America Regional Council

Transportation Funding

Regional Infrastructure Funding

The MARC Board urges the legislature to support enabling legislation for regional public infrastructure systems. This enabling legislation would allow voters in the eight-county metro area (Cass, Clay, Jackson, Platte and Ray counties in Missouri, and Johnson, Leavenworth and Wyandotte counties in Kansas) to raise and distribute funds on a metropolitan basis for programs and investments of regional importance and benefit. This flexible mechanism would allow voters to consider a regional sales tax of up to ½ cent for public transit, trails and greenways, and traffic management. Local government elected officials would work together to determine the ballot issue and how any funds authorized by a public vote would be spent.

The Kansas Legislature is urged to continue its support of the Comprehensive Transportation Program, including the System Enhancement Program. The Kansas legislature approved the Comprehensive Transportation Program, including the System Enhancement Program, in 1999. The Program outlined \$6 billion in highway and other transportation investments throughout the state. Although the legislature is under tight budgetary conditions and new revenues from the federal transportation law are not as hoped, the success of the program is dependent upon the Legislature's actions to appropriate funding to implement the plan.

Transportation Safety

Red Light Camera Law

Local governments have identified the problem of drivers running red lights as a major traffic safety problem. Technology exists to identify and record drivers running red lights so that traffic citations may be issued. Pilot tests and full implementation in local communities around the country have demonstrated both the problem of red light running and the capability of existing technology to document incidents of red light running to better enforce existing traffic laws. State law does not permit local law enforcement agencies to use this approach, and authorizing legislation is needed. *The MARC Board supports legislation that would allow local governments to issue citations for running a red light when identified by an automated camera.*

Primary Seat Belt Law

The MARC Board encourages state legislators to support legislation for a primary seat belt law. Local governments, not-for-profit organizations such as Children's Mercy Hospital and the National Highway Traffic Safety Administration are working on traffic safety issues. The lack of seat belt use continues to be a prime factor in traffic fatalities. MARC is working on a three-pronged effort with local governments – increased public education, law enforcement and transportation facility design. Kansas does not have a primary seat belt law, meaning that law enforcement officials cannot stop a motorist for the reason of not wearing his or her seat belt. A change in this law in other states has shown a sizable increase in the proportion of motorists wearing seat belts.

Transportation Secretary Norman Mineta recently announced that 80 percent of all Americans wear seat belts. The Kansas City area's record falls below this national figure with Johnson County at 80 percent, Leavenworth County at 72 percent and Wyandotte County at 57 percent.

Public Safety

The state legislature is encouraged to review existing state statutes and amend them as necessary to ensure that all first responders, particularly law enforcement personnel, have the ability to work together across jurisdictional and state boundaries on a large emergency incident, including acts of terrorism.

Local governments and emergency response agencies in the Kansas City area support one another on a daily basis, and during major disaster events. Law enforcement agencies need support under state mutual aid laws to cross state lines to work together on major incidents. In some cases, such as the area's bomb squads, personnel are federalized and can cross the state line to provide mutual aid. In other cases, law enforcement personnel are limited in their ability to respond in major incidents across the state line unless a formal disaster declaration is made. Section 70.837 allows Kansas officers to assist Missouri agencies in response to natural disasters. This statute could be amended to include a terrorist act, a school shooting or other man-made incident. Section 70.875 establishes multi-jurisdictional anti-fraud investigation groups. This statute could be amended to allow for investigative units or response teams composed of officers from multiple jurisdictions, including those in Kansas, to address or respond to a violation of any law.

Human Services

The MARC Board urges the state legislature to sustain current levels or increase funding for important early learning programs. Nationally, one in three children arrive at school without the skills necessary to succeed; quality early learning programs are the single most effective way to improve young children's school readiness. It is critical that current funding be maintained for Smart Start Kansas. Smart Start Kansas provides community-based partnership grants through the Kansas Children's Cabinet, to improve the quality and availability of services for young children and families. A collaboration serving Johnson, Leavenworth and Wyandotte counties has received Smart Start funding to enhance early learning services by reducing staff turnover in 16 programs from 45 to 22 percent and impacting over 1,100 children. The state legislature increased funding for Smart Start in 2005, and funding should be sustained at the \$8.45 million level.

MARC encourage the legislature to provide universal access to quality pre-kindergarten for all four year olds.

Increased funding for the current at-risk preschool program by \$1 million to \$13.8 million would allow this program to serve 500 additional Kansas four year olds. Currently, the program only serves 15 percent of eligible children. The funding comes from the state's general revenue fund, including tobacco settlement dollars.

MARC encourages the legislature to require early learning programs to use a consistent rating system to evaluate program quality. A Quality Rating System has been piloted in the Kansas City region, and provides programs with information and assistance to improve care provided to young children. A recent evaluation of the pilot program shows improvement in the quality of programs and improvements in young children's language and social skills. The QRS is being expanded to 120 programs in the metro area this year, with a goal of serving 250 programs over the next three years. The states of Missouri and Kansas are working with MARC's Metropolitan Council on Early Learning to develop a rating system that could be consistently applied at the regional and state levels. The state is encouraged to begin using this rating system for all early learning programs.

MARC encourages the legislature to maintain the income eligibility for families to receive child care subsidies at 185 percent of the poverty level. Child care subsidies are essential to allow low income families to enter and remain in the workforce. By the end of fiscal year 2006, the budget for subsidies will fall short by approximately \$820,000 and by \$9 million by fiscal year 2007. Additional funding from the state general revenue fund is needed to maintain these important services.

Local Government Revenues/Rights

The state legislature is urged to allow local governments to retain their ability to manage the public right-of-way to ensure the provision of critical public infrastructure and services.

The last decade has brought changes to telecommunication services that have transformed the technology and the industry. State and federal laws will need to be adjusted to reflect this change. As these changes are made the essential role, responsibilities, and rights of local governments must be maintained. Changes to state and federal telecommunication laws should reaffirm local jurisdictions' authority to manage their public rights-of-way, allow local jurisdictions to set fair compensation for use of the rights-of-way, and allow local governments to provide to its citizens essential telecommunication services.

The state legislature is urged to retain local government ability to use eminent domain for appropriate health, safety and economic development purposes. Recent Supreme Court decisions have raised the issue of the appropriate use of eminent domain by local jurisdictions. State law allows cities and counties to use eminent domain powers for important public purposes. This authority has allowed local jurisdictions to proceed with planned transportation and other public infrastructure improvements in a timely fashion, providing fair compensation for property owners impacted by local plans.

Legislative Agenda

The mission of the First Suburbs Coalition is to support the efforts of first suburbs in metropolitan Kansas City in identifying resources and implementing measures or programs that result in the preservation, reinvestment and revitalization of their neighborhoods and commercial areas. The legislative agenda that follows supports this mission and focuses on three key areas: Neighborhood Preservation, Transportation and Collaboration.

2005 LEGISLATIVE AGENDA

Neighborhood Preservation

- **Education** – Quality schools are probably the number one attribute that make First Suburbs attractive communities and contributes to strong neighborhoods. A top legislative priority is for states to provide full funding of education while maintaining local autonomy.
 - In Kansas, the First Suburbs Coalition supports reformulation of the school aid formula and adequate funding to support the formula.
 - In Missouri, the First Suburbs Coalition supports full funding of the Missouri Foundation Formula.
- **Planning** – Since First Suburbs are characterized by older, fully developed neighborhoods they require flexible planning authority that allows them to encourage reinvestment, remodeling and preservation of their housing stock and businesses. This requires state legislation that provides local officials with the flexible new tools and autonomy needed to remake and revitalize older communities.
 - In Kansas, the First Suburbs Coalition supports legislation that would provide governing bodies increased authority in setting planning priorities.
 - In Missouri, the First Suburbs Coalition supports legislation that would modernize the state's outdated planning and zoning statutes and support the recommendations from the Missouri Commission on Intergovernmental Cooperation (MCIC) and the Missouri Chapter of the American Planning Association.
- **Community Development Block Grants** – CDBG can be a valuable tool for first suburbs in encouraging redevelopment of their communities. However, CDBG is generally directed to large urban cities or rural communities.
 - At the federal level, the First Suburbs Coalition supports administrative or legislative action that would increase the priority given to First Suburbs for CDBG funding.
- **Redevelopment Incentives** – Redevelopment in first suburbs presents special challenges. The First Suburbs Coalition supports legislative and administrative action that creates special tools and incentives that encourage redevelopment in first suburbs.
 - In Missouri and Kansas, the First Suburbs Coalition supports state programs that allow communities to use tax credits to encourage redevelopment.

Transportation and Other Public Infrastructure

- **Transportation** – A modern transportation system that effectively and efficiently connects first suburbs with the rest of the metropolitan area is essential in maintaining viable communities. The First Suburbs Coalition supports legislation that provides support to regional transportation systems that serve first suburbs.
 - In Missouri, the First Suburbs Coalition supports improvement to the administration of the Missouri Department of Transportation and improved funding of the department.
 - In Kansas and Missouri, the First Suburbs Coalition supports legislation that would allow citizens of the Kansas City region to establish a metropolitan transit district and regional districts supporting other regional infrastructure.
 - At the federal level, the First Suburbs Coalition supports the continued funding by Congress of the Transportation Enhancement Program.

- **Infrastructure Maintenance** – First suburbs represent a tremendous investment on the part of our communities in infrastructure. The First Suburbs Coalition supports legislation and administrative action that places the first priority for state and federal funding on maintenance of existing facilities.
 - In the region, the First Suburbs Coalition supports maintenance of existing streets and highways as the first priority for the allocation of federal and state transportation funds.
 - In Missouri and Kansas, the First Suburbs Coalition supports a maintenance first priority for the allocation of all funds for infrastructure.

Collaboration

- **Collaboration** – An important tool for first suburbs is collaboration with neighboring communities and the larger metropolitan area. The First Suburbs Coalition supports legislation that facilitates such collaboration.
 - In Kansas and Missouri, the First Suburbs Coalition supports legislation that continues to facilitate intergovernmental collaboration.
 - In Kansas and Missouri, the First Suburbs Coalition supports legislation that allows communities in the metropolitan area to collaborate and jointly address regional issues through regional districts and other forms of collaboration.

POLICY / SERVICES COMMITTEE
Monday, December 5, 2005
Agenda
6:00 P.M.
Council Chambers

Steve Noll

	<u>Page #</u>
*POL2004-14 Consider Project 190709: 83rd Street, Somerset Drive Drainage Bob Pryzby	1 - 2
*POL2004-13 Consider Project 190708: Tomahawk Road Drainage Bob Pryzby	3 - 4
*POL2005-20 Consider 2005 Traffic Consultant Agreement Bob Pryzby	5 - 14
*POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program Bob Pryzby	15 - 24
POL2005-13 Consider Project 191012: 2005 Concrete Repair Program Bob Pryzby	25
POL2005-16 Consider Project 190853: School Zone Interlocal Bob Pryzby	26 - 29
POL2005-33 Consider City Policy Establishing Guidelines for Placement of School Crossing Guards Chief Grover	30 - 31
POL2005-35 Consider Illicit Water Discharge Bob Pryzby	32 - 34

***Council Action requested same evening**

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)
- POL2005-11 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)
- POL2005-17 Consider revising bidding ordinance (assigned July 19, 2005)
- POL2005-21 Consider Project 190851: 2006 Paving Program - Sidewalks (assigned 8/30/2005)
- POL2005-23 Consider Project 190857: Roe Avenue – 95th to 91st Street (CARS) (assigned 8/28/2005)
- POL2005-28 Consider Charter Ordinance No. 12 “Public Improvements” (assigned 11/1/2005)
- POL2005-29 Consider Council Policy No. 041 “Selection of Professional Consulting Services (assigned 11/1/2005)
- POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005)
- POL2005-31 Consider Canterbury Street Sidewalk Petition (assigned 11/1/2005)
- POL2005-33 Consider establishment of school crossing guard policy (assigned 11/14/2005)**
- POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program (assigned 11/20/2005)**
- POL2005-35 Consider illicit water discharge (assigned 11/30/2005)

**POL2004-14 CONSIDER PROJECT 190709: 83RD STREET,
SOMERSET DRIVE DRAINAGE**

Background:

The Larkin Group, Inc. under the direction of the City of Prairie Village has begun the design process for the above project. As part of the process, Larkin reviewed two new alternatives for this project, which were either to construct a pipe in 83rd Street to east of Mission Road or to remove three homes from the flood plain. A public information meeting was held for all the property owners in the immediate area. The new alternatives were received without adverse comment.

The Larkin Group, Inc. and I subsequently reviewed the cost options to determine the least costly option. It appears the best alternative will require a waiver from SMAC. The best option is the original alternative to construct a new pipe on 83rd Street to Somerset Drive, then on Somerset Drive to the parking lot, then through the parking lot to Mission Valley School (no route change), reconstruct the twin metal culverts, and replace the cul-de-sacs with road flood warning lights. The point value for the project remains above 100. The waiver is to request suspending the 7-inch water over a street requirement by permitting the installation of road flood warning lights on Delmar Street and Fontana Street.

A letter has been prepared (attached) requesting a waiver from SMAC. This letter will be presented to the SMAC Executive noon meeting on December 5 for agenda action by SMAC at their meeting on December 9th. If the City does not want to proceed in the manner outlined, the item will be removed from the SMAC December 9th agenda.

Financial Impact:

The estimated project cost is \$2,083,000. The maximum SMAC share is \$1,300,000. Thus, the City share is \$783,000.

Recommendation:

The Public Works Director recommends approval to request a waiver of the 7-inch water over a street requirement from SMAC and is not requesting any additional funds.

Council Action is requested on December 5th.

November 23, 2005

Mr. Kent Lage, Stormwater Manager
Johnson County Public Works
1800 West 56 Highway
Olathe, KS 66061

Re: SMAC project DB-11-013 83rd Street, Somerset Drive
PV project 190709: 83rd Street, Somerset Drive

Dear Kent:

The Larkin Group, Inc. under the direction of the City of Prairie Village has begun the design process for the above project. As part of the process, Larkin reviewed two new alternatives for this project, which was either to construct a pipe in 83rd Street to east of Mission Road or to remove three homes from the flood plain. A public information meeting was held for all the property owners in the immediate area. The new alternatives were received without adverse comment.

The Larkin Group, Inc. and I subsequently reviewed the cost options to determine the least costly option. It appears the best alternative will require a waiver from SMAC. The best option is the original alternative to construct a new pipe on 83rd Street to Somerset Drive, then on Somerset Drive to the parking lot, then through the parking lot to Mission Valley School (no route change), reconstruct the twin metal culverts, and replace the cul-de-sacs with road flood warning lights. The point value for the project remains above 100. The waiver is to request suspending the 7-inch water over a street requirement by permitting the installation of road flood warning lights on Delmar Street and Fontana Street.

The City is not requesting any additional funds, only the waive of the 7-inch water over a street requirement.

Sincerely,

S. Robert Pryzby
Director of Public Works

cc: Barbara Vernon, City Administrator

POL2004-13 CONSIDER PROJECT 190708: TOMAHAWK ROAD DRAINAGE PROJECT

Background:

The Larkin Group, Inc. under the direction of the City of Prairie Village has begun the design process for the above project. As part of the process, Larkin reviewed the hydraulic and hydrology computations. Because the County watershed studies have modified the flow criteria, Larkin recomputed the hydraulic and hydrology formulae.

The results were unexpected. The flow has increased considerably, from 1,340 cubic feet per second to 1,950 cubic feet per second. As a consequence additional work will be required to protect six homes and to extend the proposed street systems further into the watershed. The estimated construction cost for this additional work is \$1,200,000.

A letter has been prepared (attached) requesting additional funding from SMAC. This letter was presented to the SMAC Executive noon meeting on December 5 for agenda action by SMAC at their meeting on December 9th. If the City does not want to proceed in the manner outlined, the item will be removed from the SMAC December 9th agenda.

Financial Impact:

If the City approves requesting the additional funding and SMAC approves the request on December 9th, the City share could increase by estimated \$300,000. If SMAC does not approve the request, then the City will need to consider whether to proceed with the project.

Recommendation:

The Public Works Director recommends the City approve the request for additional funding of \$1,200,000 for Project 190708: Tomahawk Road.

Council Action Requested 12/5/2005

November 23, 2005

Mr. Kent Lage, Stormwater Manager
Johnson County Public Works
1800 West 56 Highway
Olathe, KS 66061

Re: SMAC Project BC-11-056 Tomahawk Road – Roe Avenue to Nall Avenue

Dear Kent:

The Larkin Group, Inc. under the direction of the City of Prairie Village has begun the design process for the above project. As part of the process, Larkin reviewed the hydraulic and hydrology computations. Because the County watershed studies have modified the flow criteria, Larkin recomputed the hydraulic and hydrology formulae.

The results were unexpected. The flow has increased considerably, from 1,340 cubic feet per second to 1,950 cubic feet per second. As a consequence additional work will be required to protect six homes and to extend the proposed street systems further into the watershed. The estimated construction cost for this additional work is \$1,200,000.

I am requesting additional SMAC funds for this project for these reasons:

1. In the last three to six months the County promulgated the revised flow rates to be used for SMAC projects.
2. The Preliminary Engineering Study was completed and accepted by SMAC in January 2003, using the prior flow rates.
3. The additional \$1,200,000 must be spent to meet the SMAC criteria for projects.
4. The City had no means to anticipate these changes and therefore an opportunity to revise the Preliminary Engineering Study.

Therefore, the City of Prairie Village is requesting SMAC to increase the project cost by \$1,200,000.

Sincerely,

S. Robert Pryzby
Director of Public Works

cc: Barbara Vernon, City Administrator

POL2005-20 CONSIDER 2005 TRAFFIC CONSULTANT AGREEMENT

Background:

Attached is the 2005 Traffic Consultant Agreement. It contains three tasks – Task 1: Traffic Safety Study Report, Task 2: Traffic Signal Operation and Task 3: Traffic Counts. The Public Safety Department and Public Works have collaborated and are in agreement with the terms of the agreement.

Financial Impact:

The Public Safety Department has 2005 budget funds of \$40,652.00 for Task 1 and Task 2. The Public Works Department has 2005 budget funds of \$9,534.00 for Task 3.

Recommendation:

Public Works and Public Safety recommend the City Council approve the 2005 Traffic Consultant Agreement with TranSystems Corporation using Public Safety Department 2005 budget funds of \$40,652.00 for Task 1 and Task 2; using Public Works Department 2005 budget funds of \$9,534.00 for Task 3.

Council Action Requested 12/5/2005

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**for****Traffic Engineering Consultant**

THIS CONTRACT, hereinafter called the "**Agreement**", made at Prairie Village, Kansas, this _____ day of _____, 2005, by and between the CITY OF PRAIRIE VILLAGE, KANSAS, a municipal corporation with offices at 7700 Mission Road, Prairie Village, 66208, hereinafter called the "**CITY**" and **TRANSYSTEMS CORPORATION**, with offices located at 2400 Pershing Road, Suite 400, Kansas City, KS 64108, hereinafter called the "**CONSULTANT**".

WITNESSED, THAT WHEREAS, the **CITY** has determined that the **CITY** requires the use of a professional traffic engineer, as commonly provided by peers in this profession, and intends to engage the services of a professional traffic engineer for a period of three years;

AND WHEREAS, the **CITY** is authorized and empowered to contract with the **CONSULTANT** for the necessary engineering services;

AND, WHEREAS the necessary funds for payment by the **CITY** of said services are available

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

ARTICLE I
PURPOSE

The purpose of the scope of services is two-fold. The first purpose is to prepare the 2005 Traffic Safety Study through a review of existing traffic flow patterns, traffic accident experience and vehicle congestion on the **CITY** street network. In addition, the study results will aid the **CITY** in programming improvements short- and long-range traffic improvement projects. The proposed traffic safety study program will provide the necessary data for review of existing traffic operation as related to safety and vehicle operation. Traffic control devices, traffic operation, pedestrian and vehicular accident experience, school safety crosswalks, and other related aspects of the **CITY'S** traffic system will be reviewed. Problem areas will be identified and analyzed, and corrective measures will be recommended.

The second purpose will be to provide traffic engineering services for various traffic related tasks. Typical tasks could be reviewing traffic items for construction projects submitted by private entities or by **CITY** staff; collecting traffic data such as speed counts, vehicle traffic counts, pedestrian counts, inventory of traffic control devices, traffic signal timings, and proper application of the Manual of Uniform Traffic Control Devices (**MUTCD**) within the **CITY**. Again, problems will be identified and analyzed, and corrective measures will be recommended.

ARTICLE II
CONSULTANT'S RESPONSIBILITIES and
SCOPE OF CONSULTANT SERVICES

The **CONSULTANT** shall either perform or furnish to the **CITY** professional traffic engineering and related services in all phases of the Project to which this Agreement applies. The standard for all professional engineering and related services either performed 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 current conditions and in the immediate area.

It is important that the **CITY** and the **CONSULTANT** discuss the concept of the required tasks, organization, administration, work responsibility and scheduling to provide a complete understanding of the requested project. Personnel of the **CITY** and the **CONSULTANT** will jointly review the tasks to be accomplished, problem work area, data collection, procedures for data collection, sources of available data, and work schedule.

The **CONSULTANT** will describe the process in detail for accomplishing the project including method of data collection, analysis technique, information required from neighboring jurisdictions, project milestones, and format of report.

The **CONSULTANT** will attend monthly meetings at which time all work being performed will be reviewed and study progress reported. In addition, the **CONSULTANT** will maintain a close working relationship with the **CITY** through monthly progress reports, technical memorandums, and verbal communications. Informal meetings will also be scheduled with the local officials who have particular responsibilities pertaining to the street network and traffic safety.

Task 1 – Traffic Safety Report

Concept: The study area includes the entire municipal street system within the corporate limits of Prairie Village. Individual study tasks involve a separate accident study for each location having more than five accidents and for each location where a pedestrian accident occurred in years 2003, 2004 and 2004.

Data Collection: The following data will be collected for each accident by the **CONSULTANT** to provide the necessary traffic engineering statistics for analysis purposes.

1. Accident statistics including type, collision diagram, date, time, classification and estimated cause
2. Accident spot maps to indicate the array and intensity of all accident locations for use as a guide in determining problem areas.

Data Analysis: The **CONSULTANT** will review and analyze the collected data:

1. Traffic signal operation compliance with MUTCD and applicable traffic laws
2. Traffic sign compliance with MUTCD and applicable traffic laws
3. Traffic marking compliance with MUTCD and applicable traffic laws
4. Capacity and level of service (LOS) for intersections where accident occurred

5. Capacity and level of service (LOS) for identified street segments where accident occurred
6. Geometric deficiencies

Recommended action: Based the data collected and analysis, the **CONSULTANT** will prepare options for recommended improvements of traffic safety at the various studied locations. Each option shall include a detailed description of the improvements with estimated construction costs, engineering design fees and land acquisition costs.

Report: A separate bound report will be prepared containing an Executive Summary (two pages maximum), detailed discussion of each accident location analyzed, discussion of recommended options with a priority, and detail estimate of improvement costs. The data collected will be included as Appendices. This information will be compiled in a comprehensive, multicolor report, and the **CITY** will be supplied with twenty-five copies. One copy will be provided to the **CITY** in an electronic format.

Task 2 – Traffic Signal Operation

Concept: The study area will be each vehicle and pedestrian traffic signal in operation on City streets. The Public Works signal inventory data will be verified against existing field conditions.

Data Collection: The inventory data will be verified:

1. Traffic signal layout of poles, heads, and controller
2. Traffic signal phase operation and timing
3. Digital photographs of current installation

Data Analysis: Each signal will be reviewed:

1. Traffic signal operation compliance with MUTCD and applicable traffic laws
2. Traffic markings compliance with MUTCD and applicable traffic laws
3. Traffic signage compliance with MUTCD and applicable traffic laws
4. Compliance with City timing guidelines
5. Capacity and level of service (LOS)

Recommended action: Based the data collected and analysis, the **CONSULTANT** will prepare options for recommended improvements of traffic signals at the various studied locations for optimal signal timing based on existing traffic patterns and pedestrian conditions. Each option shall include a detailed description of the improvements with estimated construction costs, engineering design fees and land acquisition costs. A color coded map (8.5 x 11) will be prepared showing identifying the location of each traffic signal and each pedestrian signal along with a traffic signal diagram with phase chart and timing chart.

Report: A separate bound report will be prepared containing an Executive Summary (two pages maximum), detailed discussion of each traffic signal analyzed, discussion of recommended options with a priority, and detail estimate of improvement costs. The data collected will be included as Appendices. This information will be compiled in a comprehensive, multicolor report, and the **CITY** will be supplied with twenty-five copies. One copy will be provided to the **CITY** in an electronic format.

Task 3 – Traffic Counts

Concept: The study area is City specified locations where previous traffic counts were taken.

Data Collection: The following data will be collected for location by the **CONSULTANT** to provide the necessary traffic engineering statistics for analysis purposes.

1. Average Daily Traffic (ADT) counts for a seven day/24-hour period with identified peak AM and PM hour counts.
2. Speed surveys providing the range of speeds in ten mile increments, average speed, and the 85th percentile speed.
3. Percentage of heavy truck traffic

Data Analysis: The **CONSULTANT** will review and analyze the collected data:

1. Capacity and level of service (LOS) for identified street segments
2. Review current speed program for safe movement of traffic through the City.

Recommended action: Based the data collected and analysis, the **CONSULTANT** will prepare options for recommended changes of traffic speed zones at the various studied locations that will be consider reasonable and safe speed limits based on conditions; adequacy of existing roadway elements; accident experience, and the level of enforcement. Each option shall include a discussion of the implications of speed changes.

Report: A separate bound report will be prepared containing an Executive Summary (two pages maximum), detailed discussion of each change analyzed and a discussion of recommended options with a priority. The data collected will be included as Appendices. This information will be compiled in a comprehensive, multicolor report, and the **CITY** will be supplied with twenty-five copies. One copy will be provided to the **CITY** in an electronic format.

ARTICLE III **CITY'S RESPONSIBILITIES**

The **CITY** shall do the following in a timely manner:

1. Designates the Director of Public Works to act as the **CITY**'s representative with respect to the services to be performed or furnished by the **CONSULTANT** under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the **CITY**'s policies and decisions with respect to the **CONSULTANT**'s services for the Project.
2. Make available to the **CONSULTANT** all existing data and records such as maps, plans and other information possessed by the **CITY** which are relevant to the **CONSULTANT** in the completion of this Agreement.

3. Approve all criteria and information as to **CITY**'s requirements, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the **CITY** relative to this Project.
4. Review all submittals presented by the **CONSULTANT** in a timely manner.

ARTICLE IV **TIME SCHEDULE**

The **CONSULTANT**'s services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the construction.

If the **CITY** fails to give prompt written authorization to proceed, the **CONSULTANT** shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the **CONSULTANT** as a result of the delay or changes in the various elements that comprise such rates of compensation.

Because time is of the essence, the **CONSULTANT** proposes to complete the scope of services for each task:

- | | |
|--|--|
| Task 1 – Traffic Safety Report | by: Six weeks after receipt of traffic data |
| Task 2 – Traffic Signal Operation | by: March 1, 2006 |
| Task 3 – Traffic Counts | by: June 1, 2006 |

ARTICLE V COMPENSATION

The **CITY** agrees to pay the **CONSULTANT** as maximum compensation for each task:

- | | |
|--|--|
| Task 1 – Traffic Safety Report | \$ 15,936.00 (\$1,448.68 per intersection) |
| Task 2 – Traffic Signal Operation | \$ 24,716.00 (\$823.87 per signalized intersection) |
| Task 4 – Traffic Counts | \$ 9,534.00 (\$272.41 per location) |

The list of fees, as shown in Attachment A, will show hourly rates (which include overhead and profit) for **CONSULTANT**'s personnel classifications, other consulting services, and actual costs for non-salary expenses. The **CONSULTANT** will provide a schedule of costs using the list of fees for each project.

All invoices must be submitted monthly for all services rendered in the previous month. The **CONSULTANT** will invoice the **CITY** on forms approved by the **CITY**. All prepared invoices shall be accompanied by a documented breakdown of task expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours; description of other **CONSULTANT** services; and detail list of non-salary expenses.

The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the **CITY** and the **CONSULTANT** prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward.

ARTICLE VI GENERAL PROVISIONS

Opinion of Probable Cost: Since the **CONSULTANT** has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost or construction cost are based on the experience and best judgment of the **CONSULTANT**, but the **CONSULTANT** cannot and does not guarantee the costs.

Quantity Errors: Negligent quantity miscalculations or omissions because of the **CONSULTANT** error shall be brought immediately to the **CITY** attention. The **CONSULTANT** shall not charge the **CITY** for the time and effort of checking and correcting the errors to the **CITY** satisfaction.

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 Project. The **CONSULTANT** shall retain an ownership and property interest therein whether or not the Project 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 Project or on any other Project. Any such reuse without written approval or adaptation by the **CONSULTANT** for the specific purpose intended will be at the **CITY** sole risk and without liability to the **CONSULTANT**. 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 reuse of the documents.

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

Insurance: To the fullest extent permitted by law, the Indemnitor shall indemnify and hold harmless the **CITY** and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by the negligent act, error or omission resulting from the performance of the Work. Provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Indemnitor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist at to any party or person described in this paragraph.

The **CONSULTANT** shall procure and maintain insurance for general liability, auto liability, workers compensation, employer's liability and professional liability in the amounts specified below.

General Liability

- Bodily Injury \$1,000,000 per occurrence and \$2,000,000 annual aggregate
- Property Damage \$1,000,000 per occurrence and \$2,000,000 annual aggregate

Auto Liability Limit

- Bodily Injury and Property Combined Single Limit \$1,000,000

Workers Compensation

Statutory Requirements

Employers' Liability

- Bodily Injury by Accident \$100,000
- Bodily Injury by Disease \$500,000
- Bodily Injury by Decease \$100,000

Professional Liability

\$1,000,000 per claim or annual aggregate

Where allowed by the law, the coverage shall contain a waiver of subrogation in favor of the **CITY**, and its divisions, departments, officials, officers and employees.

The liability insurance coverage, except for Professional Liability and Workers Compensation shall include the **CITY** and its divisions, departments, officials, officers and employees as Additional Insured but only with respect to the **CONSULTANT** activities to be performed under this **AGREEMENT**.

The Insurer of the **CONSULTANT** shall agree that the policy (ies) issued by it is (are) primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance the **CITY** may have.

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 of the Agreement, to the extent caused by the error, omission, or act of the **CONSULTANT** or its employees, agent or representatives. The **CONSULTANT** further agrees to investigate, respond to any such claims even if such claim is groundless, false or fraudulent.

If, due to the Consultant's error, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents.

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. 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 Project, except with the written consent of the **CONSULTANT**.

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

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**. The **CITY** and the **CONSULTANT** agree that the Agreement shall be rewritten 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 item 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:

CONSULTANT:

City of Prairie Village, Kansas

By: _____
Ronald L. Shaffer, Mayor

By _____

Address for giving notices:

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

Telephone: 913-385-4600

Telephone:

ATTEST:

APPROVED AS TO FORM BY:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

POL2005-34 CONSIDER PROJECT 190717: 2006 STORM DRAINAGE REPAIR PROGRAM

Background:

Attached is a copy of the design agreement for Project 190717: 2006 Storm Drainage Repair Program. The agreement contains the typical four phases, Concept Study, Preliminary Design, Final Design and Bidding. The agreement provides for the completion of the Concept Study at this time. The Design and Bidding Phases will be amendments to this agreement at later dates.

Financial Impact:

Funds are available in the Capital Infrastructure Program.

Recommendation:

Public Works staff recommends City Council approval the Drainage Consultant Agreement with URS Corporation for \$16,700.00 using funds in Capital Infrastructure Program Project 190717.

Council Action Requested 12/5/2005

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**for****PROJECT # 190717: 2006 STORM DRAINAGE REPAIR PROGRAM**

THIS CONTRACT, hereinafter called the “**Agreement**”, made at Prairie Village, Kansas, this _____ day of _____, 200__, by and between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation with offices at 7700 Mission Road, Prairie Village, 66208, hereinafter called the “**City**” and **URS Corporation**, with offices located at 10975 El Monte, Suite 100, Overland Park, Kansas, 66211, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide Stormwater and Civil Engineering services for designing storm drainage improvements for the project 190717: 2006 Storm Drainage Repair Program.

AND WHEREAS the City is authorized and empowered to contract with the Consultant for the necessary engineering services for the Project, and the necessary funds for payment by the City of said services are available.

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth here in this Agreement. This Agreement will become effective on the date first written above.

ARTICLE I
CONSULTANT’S RESPONSIBILITIES

The Consultant shall either perform for or furnish to the City professional civil engineering and related services in all phases of the Project to which this Agreement applies hereinafter provided. The Consultant shall serve as the City’s prime professional Consultant on this Project.

The standard of care for all professional engineering and related 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 current conditions at the same time and in the same locality.

The Consultant shall designate a person to act as the Consultant’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant’s services for the Project.

The proposed locations of work and the basic scope of work in order of priority are:

190717-01: Harmon Park Tennis Courts – Storm water drains off courts to the west (where stone has been placed) and onto Delmar Street causing erosion. Under drains have been previously installed around courts (north, south and east sides). This water needs to be captured directly off courts and piped to a suitable location.

Cause:

- Lack of drainage structures to collect the flow off the tennis courts

Possible Solution:

- Construct inlet on Delmar and pipe to Fontana via 78th Street
- Construct inlet on Delmar and pipe south to 79th Street
- Construct inlet on Delmar and pipe north to 75th Street

Things to Consider:

- Should existing under drains be connected to new drainage?
- What is the capacity of the existing drain system?

190717-02: 3700 W. 83rd Street – Concrete channel behind office building needs to be replaced. Slope stabilization may also be required. A temporary construction easement will be required.

Cause:

- Age
- Floor deterioration

Possible Solutions:

- Replace channel

Things to Consider:

- Can channel be replaced with pipe or box culvert?

190717-03: N/W Corner 67th Street/El Monte – Low point on corner (existing pond of water) needs to be addressed.

Cause:

- Unknown

Possible Solutions:

- Construct curb inlet and pipe to inlet on south side of 67th Street.
- Raise corner to facilitate drainage flow to existing inlet on south side of 67th Street.

190717-04: Brush Creek -- Lamar to Nall – Concrete channel repairs from Lamar Avenue to Nall Avenue.

Cause:

- Age/deterioration at joints

Possible Solutions:

- Replace concrete at faulted transverse joints.

Things to Consider:

- Existing underdrain down center of channel

190717-05: Brush Creek -- Roe to 74th Street – Concrete channel repairs from Roe Avenue heading east to 74th Street (Low Water Crossing).

Cause:

- Age

Possible Solutions:

- Replace damaged floor areas.

Things to Consider:

- Existing underdrain down center of channel

190717-06: Pedestrian Bridge – Colonial/77th Street, repair of significant loss of section on beam and chord members (See bridge report)

Cause:

- Deicing chemicals.

Possible Solutions:

- Repair as necessary.

2004 Bridge Report Recommendations:

- Patch areas found with splice plates.
- Replace deck edge support angles and replace deck.

ARTICLE II

SCOPE OF CONSULTANT SERVICES

The Consultant shall perform all consulting services in a timely manner necessary for the design and construction of the "Project", including, but not limited, to the following specific items:

1.0 Concept Study

- 1.1 Schedule and attend one startup meeting with the City to confirm project goals, schedule, budget and expectations. Project number, budget and project philosophy will be discussed.
- 1.2 Review available plans, previous studies, and pertinent information regarding the Project with City staff.
- 1.3 Make on site field investigations as required, to define and to verify Project construction needs, limits, alignment, underground utilities, nature and extent of proposed Project. Special attention will be given to facilities, and other items needed to define clearly the Project intent.
- 1.4 Prepare a schematic plan.
- 1.5 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs, acquisition of land and easements. Add to the total of construction, consulting and other costs a contingency of 20 percent.
- 1.6 Attend monthly meetings with City to review and prioritize the preliminary findings.
- 1.7 Keep minutes of all meetings and disperse to all attendees within five work days.
- 1.8 Deliver map, list of project locations, probable cost, and description of construction contained within a feasibility report to the City.

2.0 Preliminary Design

Following review and approval of feasibility study phase by the City and after the City issues a notice to proceed with this phase; the Consultant shall proceed to provide these services:

- 2.1 Prepare preliminary documents for construction. Preliminary construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 2.2 Preliminary plans shall include:
 - Cover Sheet
 - Typical Sections
 - Preliminary Plan and Profile Sheet for Storm Sewers
 - Standard Detail Sheets
 - Special Detail Sheets

- 2.3 Present one set of preliminary plans each to the City and to the other appropriate governmental agencies and utility companies as required.
- 2.4 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs, acquisition of land or easements. Add a contingency fee of 20 percent to the sum of the construction cost, consulting fees and other pertinent costs such as acquisition of either land or easement.
- 2.5 Attend one public information meeting.
- 2.6 Keep minutes of all meetings and disperse to all attendees within five working days.
- 2.7 Conduct a field check of plans with City staff.
- 2.8 Update the City's Storm Drainage Study maps to show the completed improvements to the storm drainage system that are included in this program. Update the City Geographical Information System records to reflect changes.

3.0 Final Design

Following review and approval of preliminary design phase by the City and after the City issues a notice to proceed with this phase; the Consultant shall proceed to provide these services:

- 3.1 Review the preliminary design documents.
- 3.2 Address any comments from preliminary review.
- 3.3 Finish design documents.
- 3.4 Add necessary standard and special details sheets.
- 3.5 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.
- 3.6 Write legal descriptions for permanent and temporary right-of-way and easements. Provide two copies of each document to the City.
- 3.7 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates. Add a contingency of 15 percent to the sum of the construction cost, consulting fees and other pertinent costs such as acquisition of either land or easement.
- 3.8 After receiving the permits and approvals, prepare all bid documents using City standard contract documents.
- 3.9 Keep minutes of all meetings and disperse to all attendees with five work days.
- 3.10 Provide one hard copy and electronic copy of any report, or drawing in Microsoft Word or Excel. Provide files of the plan or drawing in Autodesk AutoCad.

4.0 Bidding Phase

Following final review by City staff and approval to proceed to bidding phase the Consultant shall undertake the following services:

- 4.1 Provide the City a notice of bid to Contractors for publication.
- 4.2 Mail notice to potential Contractors.
- 4.3 Provide to printing house, plans, bid documents, and specifications for purchasing by potential bidders.
- 4.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 4.5 Provide to the City a Consultant's estimate and bid tab sheet.
- 4.6 Attend bid opening and check all bids for accuracy.

- 4.7 Evaluate the bidders and make recommendation of award to the City.

ARTICLE III **CITY'S RESPONSIBILITIES**

The City shall do the following in a timely manner:

1. Designate Thomas Trienens, the City Manager of Engineering Services, to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Consultant's services for the Project.
2. Make available to the Consultant all existing data and records such as maps, plans and other information possessed by the City which are relevant to the Consultant in the completion of this Agreement.
3. Approve all criteria and information as to City's requirements, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the City relative to this Project.
4. Review all submittals presented by the Consultant in a timely manner.

ARTICLE IV **TIME SCHEDULE**

The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Concept Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase.

If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified:

Concept Phase	January 6, 2006
Preliminary Design Phase	To be Determined
Final Design Phase	To be Determined
Bidding Phase	To be Determined

ARTICLE V **COMPENSATION**

The City agrees to pay the Consultant as maximum compensation for the scope of services in Article II as follows:

Concept Phase	Total Maximum Fee \$16,700
Preliminary Design Phase	Total Maximum Fee \$ To be Determined
Final Design Phase	Total Maximum Fee \$ To Be Determined
Bidding Phase	Total Maximum Fee \$ To Be Determined

The compensation will be billed by task. The list of fees, as shown in Attachment A, will show hourly rates (which include overhead and profit) for Consultant's personnel classifications, other consulting services, and actual reproduction costs for additional documents beyond those specified.

All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours; description of sub-consultant services; and detail list of additional sundry costs.

The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward.

ARTICLE VI

GENERAL PROVISIONS

Opinion of Probable Cost: Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost or construction cost are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs.

Quantity Errors: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

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 Project. The Consultant shall retain an ownership and property interest therein whether or not the Project 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 Project or on any other Project. 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. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses arising out of or resulting reuse of the documents.

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

Insurance: To the fullest extent permitted by law, the Indemnitor shall indemnify and hold harmless the **CITY** and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by the negligent act, error or omission resulting from the performance of the Work; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Indemnitor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist at to any party or person described in this paragraph.

The **CONSULTANT** shall procure and maintain insurance for general liability, auto liability, workers compensation, employer's liability and professional liability in the amounts specified below.

General Liability

- Bodily Injury \$1,000,000 per occurrence and \$2,000,000 annual aggregate
- Property Damage \$1,000,000 per occurrence and \$2,000,000 annual aggregate

Auto Liability Limit

- Bodily Injury and Property Combined Single Limit \$1,000,000

Workers Compensation

Statutory Requirements

Employers' Liability

- Bodily Injury by Accident \$100,000
- Bodily Injury by Disease \$500,000
- Bodily Injury by Decease \$100,000

Professional Liability

\$1,000,000 per claim or annual aggregate

Where allowed by the law, the coverage shall contain a waiver of subrogation in favor of the **CITY**, and its divisions, departments, officials, officers and employees.

The liability insurance coverage, except for Professional Liability and Workers Compensation shall include the **CITY** and its divisions, departments, officials, officers and employees as Additional Insured but only with respect to the **CONSULTANT** activities to be performed under this **AGREEMENT**.

The Insurer of the **CONSULTANT** shall agree that the policy (ies) issued by it is (are) primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance the **CITY** may have.

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 of the Agreement, to the extent caused by the error, omission, or act of the **CONSULTANT** or its employees, agent or representatives. The **CONSULTANT** further agrees to investigate, respond to any such claims even if such claim is groundless, false or fraudulent.

If, due to the Consultant's error, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents.

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 Project, 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 Project that is the subject of this Agreement.

The Consultant further agrees to investigate, respond to, provide defenses for and defend any such claims even if such claim is groundless, false or fraudulent.

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 item 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:

Consultant:

City of Prairie Village, Kansas

By: _____
Ronald L. Shaffer, Mayor

By _____
Leslie B. Voss, Vice President

Address for giving notices:

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

URS Corporation
10975 El Monte, Suite 100
Overland Park, Kansas 66211

Telephone: 913-385-4600

Telephone: 913-344-1000

ATTEST:

APPROVED AS TO FORM BY:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

POL2005-13 CONSIDER 191012: 2005 CONCRETE REPAIR PROGRAM

Background:

Public Works staff is requesting permission to transfer funds from the Capital Infrastructure Program ADA project to this project. The recent changes in the specifications for ADA sidewalk ramps have increased the cost of construction. The Capital Infrastructure Program ADA Improvement project funds are intended to be used for providing ADA compliance. Because of the inflation in construction cost this year, there will be a deficit in the paving project. Nineteen ADA sidewalk ramps were constructed at a cost of \$32,300 (\$1,700 each).

Financial Impact:

Funds are available in the Capital Infrastructure Program ADA Improvement Project.

Recommendation:

Staff recommends City Council approve the transfer of \$32,300 from Project 191001 ADA Improvements to Project 191012 2005 Concrete Repair Program.

POL2005-16 CONSIDER PROJECT 190853: SCHOOL ZONE

Background:

The City of Leawood has executed an Interlocal agreement with the City for the installation of a school zone warning traffic device on Mission Road at 85th Street for Mission Valley School. The agreement provides for the City of Leawood to permit the installation in the City of Leawood.

Financial Impact:

The City of Prairie Village will pay 100% of the installation cost using funds in the Capital Infrastructure Program Project 190853.

Recommendation:

Public Works staff recommends the City Council approve the Interlocal agreement with the City of Leawood for permitting the construction of a school zone beacons on Mission Road near 85th Street.

AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE, KANSAS AND THE CITY OF LEAWOOD, KANSAS FOR THE INSTALLATION OF SOLAR POWERED SCHOOL ZONE FLASHING BEACONS WITH SPEED LIMIT SIGNS FOR MISSION VALLEY MIDDLE SCHOOL.

THIS AGREEMENT made and entered into this _____ day of _____, 2005 by and between the CITY OF PRAIRIE VILLAGE, KANSAS and the CITY OF LEAWOOD, KANSAS each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the City of Prairie Village has determined on the basis of an engineering and traffic investigation that it is in the best interests of the general public to install a school speed limit zone on Mission Road for Mission Valley Middle School and to install solar powered school zone flashing beacons with speed limit signs at said location; and

WHEREAS, the City of Leawood concurs that it is in the best interest of the general public to provide for said school speed limit zone improvements;

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in making the improvement; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement for the purpose of the improvement, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments hereto; and

WHEREAS, the governing body of the CITY OF PRAIRIE VILLAGE, KANSAS did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 2005 and;

WHEREAS, the governing body of the CITY OF LEAWOOD, KANSAS did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 2005.

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

1. PURPOSE OF AGREEMENT -The parties hereto enter into this Agreement for the purpose of installing solar powered flashing beacons (with speed limit signs) for Mission Valley Middle School. The following location/devices are within the City limits of Leawood. One wig-wag solar powered flashing beacons will be installed on the east side of Mission Road, south of 85th Street.
2. ESTIMATED COST AND FUNDING OF PROJECT
 - A. The cost of each beacon is approximately SIX THOUSAND DOLLARS (\$6000.00).

- B. The cost for the design, installation and purchase of the beacons and signs, as described herein, shall be paid 100 percent by the CITY OF PRAIRIE VILLAGE, KANSAS.

3. OWNERSHIP, MAINTENANCE, OPERATION.

The CITY OF PRAIRIE VILLAGE, KANSAS shall maintain ownership and be responsible for the maintenance and operation of the beacons at no cost to the CITY OF LEAWOOD.

4. ADMINISTRATION OF PROJECT. It is acknowledged and understood between the parties that since there are two separate cities included within the proposed improvement, one of the cities should be designated as being "in charge" of the project to provide for its orderly design and construction. However, both cities shall have the right of review and comment on project decisions at any time throughout the duration of this Agreement, and any subsequent amendments hereto. The CITY OF PRAIRIE VILLAGE, KANSAS, shall perform the design and construction administration in-house and pay for the construction of the said public improvement, as herein agreed, with money appropriately budgeted, authorized, and appropriated by the governing body of the City of Prairie Village, Kansas. The Director of Public Works for the City of Prairie Village, Kansas shall be designated as Project Administrator to administer the design of said public improvement. These duties shall be as follows:

- A. It is understood and agreed that the CITY OF PRAIRIE VILLAGE, KANSAS is serving as the Project Administrator as a matter of convenience to all of the parties to this Agreement. By serving in said capacity, it is not assuming full responsibility for the negligent acts or acts of omission by any contractor or engineer who participates in the preparation of the engineering design, and it shall only be responsible for its own negligent acts or omissions.
- B. The CITY OF LEAWOOD shall be named as additional insured on all applicable certificates of insurance issued by the contractor for this project.
- C. The CITY OF PRAIRIE VILLAGE shall include in contracts for construction a requirement that the contractor defend, indemnify and save the CITY OF LEAWOOD and the CITY OF PRAIRIE VILLAGE harmless against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of his or her contract.

5. DURATION AND TERMINATION OF AGREEMENT. The parties agree that this Agreement shall remain in effect as long as the school zones remain in place. The maintenance and operational responsibilities set forth in section 3 shall continue for that entire period. The removal of said devices shall only occur with the approval of the governing bodies of the CITY OF PRAIRIE VILLAGE, KANSAS and the CITY OF LEAWOOD, KANSAS. This agreement shall automatically terminate simultaneous with the elimination of the school zones, without necessity of action by either party hereto.

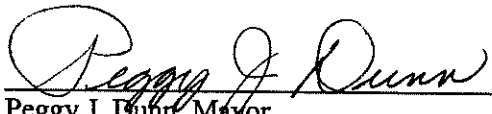
6. PLACING AGREEMENT IN FORCE. The attorney for the governing body administering this project shall cause this Agreement to be executed in triplicate, and each party shall receive a duly executed copy of this Agreement for its official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the parties unless it shall have been agreed to in writing and signed by both parties.
8. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

CITY OF LEAWOOD, KANSAS

Ronald L. Shaffer, Mayor

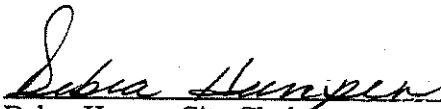


Peggy J. Dunn, Mayor

ATTEST:

ATTEST:

Joyce Hagen-Mundy, City Clerk

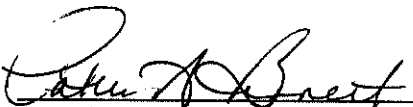


Debra Harper, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Charles E. Wetzler, City Attorney



Patricia A. Bennett, Attorney for the City

POLICY/SERVICES COMMITTEE

POL2005-33

CITY POLICY THAT ESTABLISHES GUIDELINES FOR THE PLACEMENT OF SCHOOL CROSSING GUARDS

Issue:

Should the City of Prairie Village establish a policy that provides guidelines on where school crossing guards should be placed?

Background:

Currently, the City of Prairie Village does not have a policy on where school crossing guards should be placed. Decisions regarding current placement of the individual crossing guards were formulated long ago, and documentation outlining the logic or thought behind established criteria remains unknown.

On several occasions, individual parents who request additional crossing guard locations have contacted me. These types of requests present a three-fold problem for the Police Department. First, the City Council has already established the number of school crossing positions and the personnel funding for the year. Second, historically it has been very difficult to staff these positions and the hiring of additional staff members has been problematic. Third, since the City has no established policy regarding what conditions need to be present to warrant an additional crossing guard at a specific location, a rational decision-making process to make an informed decision is not present.

During the past school year following the Shawnee Mission School District's closing of Somerset Elementary School, the situation regarding such requests changed in character from individual requests to a community approach. The Department began to study the school crossing issue in general by determining which neighboring cities have crossing guard policies, and in particular, the intersection of 75th and Belinder for the safety of the students crossing at that location. A short time into the City Council's deliberation regarding the Somerset Elementary School closing, the focus of attention shifted from placement of school crossing guards to school safety zones. Public Works and the Public Safety Department placed the necessary emphasis into making the school zones operational as quickly as possible during the current school year.

The topic of where school crossing guards should be placed should now be revisited so the issue can be viewed from a policy perspective, rather than operational issue. The cities of Overland Park and Olathe have policies that determine where school crossing guards should be used. A summary of the basic points of their policies follows:

OVERLAND PARK:

- One crossing guard at each elementary school;
- Determined by “Safe Gap” concept and number of students crossing the intersection, and
- Use of crossing guard and multiway stop determined by the Manual on Uniform Traffic Control Devices (MUTCD) guidelines and structure of intersection, traffic flow and posted speed limit.

OLATHE:

- Use of crossing guard generally determined by the number of students crossing the street;
- Need for crossing guard changes based on non-controlled intersection, stop signs or signalized intersection;
- Additional factors could be a gap analysis of traffic to determine if students can cross street safely;
- Gap studies completed by traffic engineer may be required if intersection is not controlled;
- A flow chart was developed to make the request for a school crossing guard a formalized process, and
- Completed using a task force approach.

Recommendation:

Does the Policy/Services Committee wish to:

1. Continue the present and past practice of the City regarding the placement of school crossing guards, or
2. Develop a policy to establish where school crossings will be authorized?

POL2005-35 CONSIDER ILLICIT WATER DISCHARGE

Background:

The City of Prairie Village residents and Public Works frequently experiences many problems with discharge of water from sump pumps, roof drains, and swimming pools. Because of the heavy clay soils in this region of the country, the clay soil does not allow water to drain into the ground so it must often be collected and directed to a specified location.

Consequently, much of this water is discharged to the City right-of-way and causing:

1. Increased deterioration of curbs and gutters and asphalt pavement
2. Creating safety issues from water and silt on sidewalks
3. Icing of sidewalk areas in the winter
4. Icing of streets during the winter
5. Deposit of quantities of water on City right-of-way, such as park areas, thus prohibiting grass growth and potentially creating breeding areas for mosquitoes
6. Growth of fungus and attracting mosquitoes from constant water being in the gutter areas

Sump pumps are probably the biggest cause of the above problems. They are utilized by many property owners to remove the ground water that may be entering the basement areas. In some locations in the City, the sump pumps operate often throughout the year, regardless of the amount of rainfall. Due to the large amount of water being pumped, many property owners cannot discharge it in their yard, but have chosen to pipe it to the City right-of-way and outlet it at the back of sidewalk, curb and gutter or sometimes even cut the curb to outlet it directly to the gutter and street surface.

As with sump pumps, property owners have piped their down spouts to the City right-of-way. This is often done because their yard cannot handle this channelized flow. Roof drains are not as much of a problem in the City right-of-way as sump pumps, because they are only discharging water during rain events when everything is wet anyway. However, sometimes roof drains are combined with sump pumps into one pipe which outlets in the right-of-way.

There are property owners who have piped their swimming pool drains and backwash to the City right-of-way or public lands. This has caused standing pools of water, which prevent use of the area and a potential breeding ground for mosquitoes.

Currently the City does not have a city code regulating the placement of private drainage outlets or the directing of channelized flow on to City right-of-way. There is City Council Policy No.380 *Sump Pump Discharge*. Public Works has counseled property owners on how to resolve the problem with those discharges that are causing a hazard on public lands or right-of-way. Due to the continuous flow or large amount of water, City Council Policy No.380 does not work with the clay soils in the city. Without a City code or Policy, there is currently little that Public Works and Codes can do remove these illicit discharges.

The ideal solution would be for property owners to pipe their sump pumps, roof drains and swimming pools into the City's storm water system. Some residents have asked to have their

sump pumps connected to the existing sanitary sewer system. This is strictly prohibited by Johnson County Wastewater. The only other choice is the City storm drain system. Unfortunately most property owners do not have storm drain systems on their street or are a long distance from the nearest system for them to utilize. To solve this problem it is possible to install small drainage pipe in back of the curb and gutter and to a storm drain or creek outlet.

Public Works has obtained cost estimates for installing a 4-inch PVC pipe behind the curb at a depth of 30-inches. The range of cost is from \$18.00 to \$21.00 per foot. The question is should the City or the property owner or both pay for the installation. There is the question of who pays for the connection tap to the 4-inch pipe.

In researching what other cities do, the possibilities are:

1. The property owner pays 100% of the installation cost
2. The City pays 100% of the installation cost and thereby maintains ownership and control of the pipe
3. The City pays 100% of the installation cost and charges a property front foot fee to the property owner for connection to the pipe.

Public Works has written for City Council consideration a new section, 16-535, for Municipal Code Chapter XVI *ZONING AND PLANNING*, Article 5 *Stormwater Management*. Public Works is also recommending the City Council Policy No.380 be deleted and a new City Council Policy No.371 *Water Discharges to City Lands and Right-of-Way* be approved..

Financial Impact:

A budget of \$50,000 is recommended to install the new 4-inch PVC pipes. This cost will be offset by revenue from a \$21.00 per property front foot assessment.

Recommendation:

Public Works staff recommends the approval of:

- A new section, 16-535, for Municipal Code Chapter XVI *ZONING AND PLANNING*, Article 5 *Stormwater Management*
- Replacement of City Council Policy No.380 be deleted
- City Council Policy No.371 *Water Discharges to City Lands and Right-of-Way*.

16-535 ILLICIT WATER DISCHARGE. Any water discharge point of non-polluted water from a sump pump system, roof drain, or swimming pool shall not be within ten (10) feet from any property line. Any pipe/hose carrying the discharge shall not be cut into the curb or gutter without first obtaining a drainage permit from Public Works. Any person who causes a discharge that is polluted or causes a hazardous condition, such as icing, slipperiness or debris, on any City sidewalk or City street shall be charged with a violation of this section and shall be subject to a penalty in accordance with City of Prairie Village Municipal Code 1-116.

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

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC PARTICIPATION

Police Citizen Academy Graduation – Chief Grover

IV. CONSENT AGENDA

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

By Staff:

1. Approve Regular Council Meeting Minutes – November 21, 2005
2. Claims Ordinance #2621
3. Approve a three-year agreement between the City of Prairie Village and Teague Electric for Electrical Services
4. Approve a three-year agreement between the City of Prairie Village and Shawnee Mission Tree Service for holiday tree lighting services
5. Approve a three-year agreement between the City of Prairie Village and Chief Heating & Cooling, Inc. for HVAC services.
6. Approve a three-year agreement between the City of Prairie Village and Ice-Masters, Inc. for ice maker services.
7. Approve a three-year agreement between the City of Prairie Village and Johnson County Key Service for locksmith services.
8. Approve a three-year agreement between the City of Prairie Village and Lawrence Pest Control for pest services.
9. Approve a three-year agreement between the City of Prairie Village and Johnny on the Spot for portable toilet services.
10. Approve a one-year agreement between the City of Prairie Village and Alexander Open Systems (AOS) for network services.
11. Approve the purchase of a 2006 Ford F250 truck for \$22,791.00 from Shawnee Mission Ford for the Community Service Officers.
12. Approve a one-year agreement with R&D Computer Systems for laserfiche software maintenance.
13. Approve the Mayor's appointment of Laura Deaver to the Prairie Village Tree Board completing the unexpired term of Shelly Trewolla expiring in April, 2006.

By Change Order:

14. Approve Engineering Change Order #1 for \$17,341.28 reduction in the Construction Administration agreement with The Larkin Group, Inc., and the transfer of these monies to the Capital Infrastructure Program Drainage Unallocated.
15. Approve Construction Change Order #3 for a \$10,035.66 increase in the contract value with McAnany Construction.
16. Approve of Construction Change Order #1 for a deduction of \$1,153.09 to the contract with Musselman and Hall Contractors.
17. Approve Construction Change Order #1 to reduce the construction contract with Wildcat Construction by \$1,650.00.

By Committee:

18. Return the Planning Consultant selection process to the Planning Commission with direction to re-send request for proposals to the seven initial firms and to consider the hiring of an in-house planner (Council Committee of the Whole Minutes – November 21, 2005)
19. Direct Staff to contract with Bucher Willis & Ratliff to provide planning consultant services on an interim basis until a new planning consultant is hired (Council Committee of the Whole Minutes – November 21, 2005)
20. Adopt an ordinance establishing the 2006 Salary ranges for the City of Prairie Village (Council Committee of the Whole Minutes – November 21, 2005)
21. Direct staff to proceed with the implementation of a paperless packet system with the purchase of notebook pcs and related hardware to be administered in the most effective manner with funding from the 2005 general contingency fund (Council Committee of the Whole Minutes – November 21, 2005)
22. Approve the proposed calendar for consideration of the 2007 budget for the City of Prairie Village following the format used in the creation of the 2006 budget (Council Committee of the Whole Minutes – November 21, 2005)

V. COMMITTEE REPORTS

Policy/Services Committee – Steve Noll

POL2004-14 Consider Project 190709: 83rd Street, Somerset Drive Drainage

POL2004-13 Consider Project 190708: Tomahawk Road Drainage

POL2005-20 Consider 2005 Traffic Consultant Agreement

POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program

VI. OLD BUSINESS

VII. NEW BUSINESS

ADA APPEAL by James Olenick

Election of Council President

VIII. ANNOUNCEMENTS

IX. 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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

Monday, December 5, 2005

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
November 21, 2005
-Minutes-**

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 21, 2005, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order with the following Council members responding to roll call: Al Herrera, Bill Griffith, Ruth Hopkins, Steve Noll, Greg Colston, Andrew Wang, Laura Wassmer, Pat Daniels, Jeff Anthony, Kay Wolf, Diana Ewy Sharp 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; Doug Luther, Assistant City Administrator; and Joyce Hagen Mundy, City Clerk.

PUBLIC PARTICIPATION

Mayor Shaffer was pleased to welcome and introduce John Goodwin with Northwestern Mutual, The Goodwin Group, a new Prairie Village Business located at 3515 West 75th Street.

Ken Davis, 5808 West 61st Terrace, Mission, applauded the City Council for considering the issue of smoking and noted the proposed ordinance is a compromise that has the ordinance going into effect for restaurants only after the adoption of ordinances prohibiting smoking in restaurants are adopted by all cities contiguous to Prairie Village. Mr. Davis feels the only weakness in the proposed ordinance is that the city is delegating other cities authority over the Prairie Village ordinance. Mr. Davis recommended this clause be removed and replaced with the addition of adoption of July 4, 2006 or adoption by the contiguous cities, whichever comes first.

Michele Green, an Overland Park resident, introduced Adam Lowe of 4000 West 102nd Street, President of the Briarwood Student Council. Adam asked the Council to support the proposed ordinance for the benefit of all youth in the community.

Linda Vogel, 635 Westmire Blvd, spoke in support of the proposed ordinance, noting that although she resides outside the city, she is only six minutes from Prairie Village and often shops in the City but noted she recently chose not to eat at a Prairie Village restaurant because of the smoking in the restaurant. Ms Vogel is the Regional Health Administrator for Region 7 of the U.S. Department of Health & Services and advised the Council that smoking is the single largest cause of early death and disability in the United States with 400,040 deaths per year. She shared a personal story of the impact of her siblings from living with second-hand smoke. Ms Vogel urged the Council to seriously consider the impact of smokers on the health of others.

Bill Griffith asked if the U.S. Department of Health & Services had smoking restrictions. Mrs. Vogel responded there is no smoking in Federal Buildings and also noted the Department grants awards to states for tobacco free programs.

Bob Nabazas, 4819 West 78th Street, stated Prairie Village is a community of choice. He does not feel the proposal goes far enough to protect residents. He stated, as elected officials it is the job of the City Council to act in the interests of public safety for all its residents. He noted this was done with the installation of school speed zones on Mission Road and should be done with the adoption of strong "no smoking" regulations. He asked the Council to listen to its residents, not to businesses.

A visiting resident from New York stated she has lived in three cities that have successfully passed smoking bans, New York, Los Angeles and Lawrence. Businesses will say the ordinance impacts their rights to operate; however, she noted there are several regulations restricting the operations of businesses for the health and safety of individuals and she does not feel this is any different.

Dr. Norman Kahn, 8340 Cedar, a physician with the Academy of Family Practitioners and member of the City's Smoke Free Workplace Task Force, stated there are two current public health initiatives – one for fitness and the other against tobacco. Medical professionals strongly support actions to limit individuals' exposure to second-hand smoke. He noted the proposed ordinance is a small step that can be taken now which will hopefully lead to larger steps in the future.

Kathy Brummer, a former Prairie Village resident now residing in Lawrence, urged the Council to adopt the proposed ordinance. She reported statistics from the City

of Lawrence 18 months after the passage of their smoking ban that reflected an increase in sales from restaurants and drinking establishments. She noted new bars and restaurants have opened since the ban and there has been an increase in entertainment from musicians preferring to perform in smoke-free environments. Ms Brummer also noted in Pueblo County, Colorado there has been a 40% decrease in smoke related diseases since the implementation of their smoking ban. She encouraged the City not to wait for the rest of Johnson County but to take leadership and go forward now.

Mike Casey, Vice President of the Kansas Hospitality Association, spoke in opposition to the smoking ban stating it was not necessary. He noted the economic impact varies and is difficult to measure because of the number of factors impacting sales. He presented updated conflicting information for the City of Lawrence. Just as statistics can be found to support either side of the issue, Mr. Casey also stated he felt the medical issues have been presented with a biased slant. He noted that OSHA, which regulates health and safety in businesses has not taken any action to restrict or ban smoking in the workplace. Mr. Casey stated his organization supports providing consumers with the freedom of choice.

Bill Goldback, a non-resident but local businessman, spoke in support of the freedom of choice, and his right to choose what type of business he will operate. He stated the successful operation of his business is dependant on people being able to smoke. Mr. Goldback stated that 70-80% of all restaurants are non-smoking or smoking restrictive. He stressed individuals have the choice to come into his smoking business or not. He questioned the medical impact of second-hand smoke stating he has not seen any studies with second-hand smoke being the primary cause of death. He feels this issue has been blown out of proportion and that smoking is only a nuisance or inconvenience.

Greg Colston asked where Mr. Goldback's business was located. He responded he owned a bar and grill in Shawnee.

Ben Munday, 4714 West 80th Street and former City Councilman, addressed the Council in support of accepting the recommendation of the task force which has done significant research and work in reaching their recommendation. In his past experience as a Councilman he was often presented with recommendations from committees that had studied issues and they were most often approved by the City Council.

However, Mr. Munday noted his exception to the language under Section 11-410 limiting the effective date of these regulations in the hands of other cities. The city has accomplished nothing if action is not taken by other cities. Mr. Munday stated that Prairie Village has always been a leader in the establishment of minimum property standards, the adoption of city-wide recycling and the establishment of a city-wide July 4th celebration. He urged the City Council to be a leader and adopt the proposed ordinance making it applicable to all businesses including restaurants. This is not a preference issue, it is a public health issue. He asked the Council to do the right thing at the right time.

John Neuberger, 10922 West 101st Street, Overland Park and a professor at the University of Kansas stressed the medically documented health hazards related to smoking and to second-hand smoke. He asked the Council not only to consider the patrons of restaurants, but to act for the benefit of the workers working 40 hours a week in these environments. Dr. Neuberger quoted statistics from the Center for Disease Control in Atlanta relative to costs associated with smoking related diseases and noting there is no safe level of exposure to smoke. He urged the Council not to abdicate its responsibility and to pass the proposed ordinance without waiting for action by other cities.

Dr. Neuberger read a letter written to Mayor Shaffer from Dr. Roy A. Jensen, Director of the University of Kansas Cancer Center supporting the proposed smoking ban.

Louie Riederer 9503 Falcon Ridge Drive and owner of four area restaurants including Johnny's in Prairie Village and a member of the Smoke Free Workplace Task Force, addressed the Council regarding the proposed ordinance. Mr. Riederer stated of his four restaurants, one has been smoke free since 2001. He noted, unlike his other establishments which are profitable, that one is not. People in bars like to be around lots of people and this generally equates to areas where smoking is allowed. In response to the health of his employees, Mr. Riederer noted it is their choice to work in this environment stressing that the opportunity to work in non-smoking environments is readily available in the restaurant and hospitality industry. In regards to the health concerns related with smoking, he feels if they are truly to be addressed, it needs to be

with a total smoking ban. Individuals are being exposed to second-hand smoke in areas that can not be regulated.

As a member of the task force, Mr. Riederer supports the proposed ordinance as written noting it is a reasonable compromise. He strongly feels for the action to be effective it has to be taken community-wide.

Tamara Salaty, 7752 Briar, stated she travels frequently to New York and noted the acceptance of the smoking ban by both smokers and non-smokers alike. She noted of the 75-80% of restaurants that are smoke-free or restricted a significant portion are fast food establishments.

Bob Pryzby, 5427 W. 86th Street, spoke of his recent loss of his wife and brother to lung cancer. He noted that as a former smoker, his wife found it very difficult to go out to eat in smoking environments. He urged the adoption of the proposed ordinance for the sake of individual's like Jeanne.

Mary Jayne Hellebust, with Kansas Coalition, stated this is indeed a public health issue. She noted when you view statistics you need to also look at where the statistics come from. She provided statistics from the State of California, which has been smoke-free since the 1990s. She also noted several countries, states and cities that have gone smoke-free and the impact of the health of their residents. Ms Hellebust noted the momentum is beginning in Kansas and urged the Council to keep it moving with the adoption of the proposed ordinance, stating it is the responsibility of City Governments to regulate for the public good. She noted even the tobacco industry websites acknowledge the health issues related to smoking and second-hand smoke.

Pat Daniels asked if there was any legislation in Kansas towards taking state-wide action. Ms Hellebust responded Senator Roberts from Great Bend introduced Legislation during the last session, but he does not have sufficient support to get the bill out of committee for consideration. Al Herrera asked who funds the Kansas Coalition. Ms. Hellebust responded funding is received from the Kansas Health Foundation and other smaller health agencies.

Lisa Bernshaw, 7303 Earnshaw, with American Cancer Society, distributed information earlier to the Council documenting health concerns with smoke and urged the Council to adopt the proposed regulation without the clause restricting its implementation

until adoption of similar regulations by other cities. She noted the City of Fairway has taken the first step and asked Council to follow suit. She noted contrary to earlier comments, many youth do not have the choice of working in non-smoking environments.

Linda Vogel, responded to the earlier statement regarding the lack of action by OSHA. Ms Vogel stated OSHA is not a research agency, but a regulatory agency based on research. It only has the authority to restrict smoking in areas where such action may cause combustion and fire. It does not have the authority as a federal agency to restrict smoking – that is a local authority.

Linda DeCoursey, American Heart Association, stated on November 14th results of a study conducted in Pueblo, Colorado after their smoking ban showed a 27% decline in heart attacks with no change experienced in adjacent communities. A similar study in Montana reflected a 36% decline after the implementation of their smoking ban. Ms DeCoursey urged the adoption of the proposed ordinance with removal of the clause restricting implementation until the adoption of regulatory ordinances by adjacent cities.

Casey Sutton, owner of the Blue Moose Restaurant in Prairie Village, stated he personally hates cigarette smoke and noted his business was originally opened as a non-smoking restaurant. However, the change to a smoking environment was required for the business to remain open. On behalf of the investors in his establishment, he urged the Council to support local businesses.

Mayor Shaffer acknowledged all those who addressed the Council and stated the issue of smoking would be discussed later in the Council meeting encouraging individuals to remain for that discussion.

CONSENT AGENDA

Kay Wolf moved approval of the Consent Agenda for Monday, November 21, 2005:

1. Approve Regular Council Meeting Minutes – November 7, 2005
2. Approve an agreement between the City of Prairie Village and Allied Exterminators in 2006 for rodent control
3. Approve an agreement between the City of Prairie Village and Blue Valley Public Safety for maintenance of the outdoor warning siren system in 2006 in the amount of \$2,988 with funding from account 1-3-21-5240
4. Approve an agreement with Medronic Physio-Control Corporation for technical service support for the Police Department's AED's in 2006 in the amount of \$1,750 with funding the account 1-3-32-5160
5. Approve an agreement between the City of Prairie Village and Midwest Power Files for maintenance of the power files in the police records unit for 2006 at a cost of \$530.00 with funding from account 1-3-22-5240

6. Approve the annual service agreement with Unisource Document Products for maintenance of a Kyocera KM-7530 digital copier and Kyocera 5016 color printer at an estimated monthly cost of \$222.50 with funding from the City Clerk's 2006 operating budget
7. Approve an agreement with the Johnson County Park & Recreation District for the use of city facilities for their 50+ Programming
8. Approve the maintenance agreement between the City of Prairie Village and Otis Elevator Company for 2006
9. Approve designating Mayor Ronald L. Shaffer, City Administrator Barbara Vernon and City Clerk Joyce Hagen Mundy as authorized agents for the City of Prairie Village deposits at Commerce Bank
10. Ratify the Mayor's appointment of Wayne Vennard to complete the unexpired term of Kay Wolf as Council Representative for Ward 5
11. Reject all bids received for Project 190854: 2005 Pavement Repair Program
12. Authorize proceeding with Project 190855: Tomahawk Road Bridge and direct the Public Works Director to modify the interlocal agreement with the City of Mission Hills to fund the City's share of the design using current capital infrastructure program funds
13. Adopt Resolution 2005-05 authorizing the placement of yield signs at the intersection of 84th Street and Fontana, north and south entrances
14. Adopt an Ordinance amending additions to Section 9.16 of the Uniform Public Offense Code to read: "It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the City."
15. Approve the recommendations of the United Community Services Grant Review Committee contained in the 2006 Human Service Fund recommendation report and approve a contribution to United Community Services of \$5,500 from the 2006 Parks, Recreation & Community Services budget
16. Approve an agreement with Johnson County Parks & Recreation to operate a Day Camp in Harmon Park from May 31st to August 11, 2006 for a fee of \$20 per day and that campers be permitted to enter the pool complex for a fee of \$3.50 per camper per day
17. Approve an agreement with Johnson County Parks & Recreation to permit use of the city's pool for water exercise classes and Master's Swim workouts for a fee of \$8 per hour for exercise classes and \$19 per participant for master swim workouts
18. Approve the Learn to Swim Agreement with Johnson County Parks & Recreation to provide swim lessons during the 2006 pool season
19. Approve an agreement with the American Red Cross for the Aquatic Examiner Program for the 2006 pool season

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

PRESENTATION TO KAY WOLF

Mayor Shaffer accepted Kay Wolf's resignation from the City Council and presented her with a proclamation acknowledging her service to the City during the past five years. Kay will continue to serve Prairie Village residents as Kansas State Representative for District 21. Ms Wolf stated it had been were privilege to serve and work with the Council and City Staff and encouraged residents and colleagues to contact her with their concerns in her new position.

OATH OF OFFICE

City Clerk Joyce Hagen Mundy administered the oath of office to Wayne Vennard as Council Representative for Ward 5. Mayor Shaffer welcomed Mr. Vennard to the Council and asked him to take his seat.

COMMITTEE REPORTS

Council Committee of the Whole

COU2004-20 Consider No Smoking Ordinance

On behalf of the Council Committee of the Whole, Al Herrera moved the City Council amend Chapter 11, Article 4 of the Prairie Village Municipal Code entitled "Smoking" by repealing the existing Chapter 11, Article 4 and enacting a new Chapter and Article of the same name and title. The motion was seconded by Ruth Hopkins.

David Belz reviewed the proposed ordinance being recommended by the Smoke Free Workplace Task Force. The initial discussion was based on the model ordinance adopted by Kansas City, Missouri. The primary provisions of the ordinance prohibit smoking in all enclosed public places, including places of employment, except restaurants, 60 days after adoption by the City Council. Smoking would continue to be permitted in designated areas of restaurants until all cities contiguous to Prairie Village adopt regulations prohibiting smoking in restaurants. These cities include Fairway and Kansas City, Missouri who have already adopted no smoking regulations and Leawood, Mission, Mission Hills and Overland Park.

Mr. Belz stated the proposed regulations were a compromise drafted to address concerns for potential economic risks to restaurants while still addressing the concerns with the impact on the general public of second-hand smoke.

Al Herrera stated he does not support the proposed ordinance. He noted the difficulties with enforcing the regulations. He does not see the other metropolitan cities adopting similar regulations which would negate the implementation of ordinance. Mr. Herrera stated he would not be voting in support of the ordinance.

Laura Wassmer stated she is a non-smoker and hates smoky bars but acknowledged she patronizes them because it is where her friends gather. She stated one of the best ways to support non-smoking bars is to patronize them. Ms Wassmer stated she doesn't question the negative affects of second-hand smoke and of smoking;

however, she feels there is a real economic risk for restaurants and drinking establishments to not allow smoking. Prairie Village has worked for years to get more restaurants in the City and she feels the City needs to support them.

David Belz agreed with the comments made that statistics can be found to support both sides of the issue. He noted statistics from large geographic areas that businesses have been successful in “no smoking” areas after time. Mr. Belz stated it is the responsibility of the Council to look at the overall community.

Andrew Wang stated he can not support legislation for legislation sake. The proposed ordinance was specifically written to address smoking in restaurants; however, what has been referred to as the “trigger clause” makes it highly unlikely that smoking in restaurants will cease. He would also like to see a way to identify, measure and monitor regulated smoke emissions.

Jeff Anthony stated his consistent opposition to Council establishing regulations against businesses. He feels the proposed ordinance goes too far when you are talking about regulating voluntary venues such as entertainment.

Greg Colston supported the proposed ordinance but recommended the removal of the City of Mission Hills from the contiguous cities as they do not have any restaurants. He would also like to see the ordinance address smoking within 50’ of the restaurants to prevent patrons from having to walk through clouds of smoke to enter a restaurant.

Wayne Vennard stated the proposed ordinance is very weak, but it is a first step. He supports its adoption and would like to see the ordinance revisited if the contiguous cities have not taken action within six months.

Pat Daniels commended the speakers on their presentations on this issue. He stated the momentum for this action is clear and feels there will eventually be smoking bans in place in the metropolitan area. However, he is empathetic to the concerns of restaurant owners wanting adoption of similar regulations in surrounding communities. He is not in favor of Prairie Village leading the charge by itself and supports the ordinance as written.

Diana Ewy Sharp acknowledged the concerns of business owners. She supports the ordinance as written. She can not support the ordinance without the requirement for adoption of similar regulations by contiguous cities.

Mayor Shaffer called for a vote on the motion with the following votes cast: “aye” Hopkins, Noll, Colston, Wassmer, Daniels, Vennard, Ewy Sharp and Belz and “nay” Herrera, Griffith, Wang and Anthony. Mayor Shaffer declared the motion adopted by a vote of 8 to 4, and acknowledged the work of the task force for the work and study that went into the proposed ordinance.

Policy/Services Committee

POL2005-31 Consider Canterbury Sidewalk Petition

On behalf of the Policy/Services Committee, Al Herrera moved the City Council direct the Public Works staff to include a budget request in the 2007 Capital Infrastructure Program for the construction of a sidewalk on the west side of Canterbury Street between 79th Street and Somerset Drive. The motion was seconded by Greg Colston.

Pat Daniels stated he supported the motion with the understanding that when constructed the sidewalk would be connected to the existing sidewalk north of 79th Street on Canterbury. He feels it would be prudent to construct this in conjunction with the proposed sidewalk. Mr. Daniels moved to amend the motion to add this section of sidewalk. The amendment was seconded by Laura Wassmer.

Concerns were raised with placing a sidewalk without the knowledge of the resident impacted. The amendment was voted on and passed by a vote of 9 to 3 with Hopkins, Noll and Ewy Sharp voting “nay”.

The motion as amended to include a budget request in the 2007 Capital Infrastructure Program for the construction of a sidewalk on the west side of Canterbury Street between 79th Street and Somerset Drive and extend the existing sidewalk north of 79th Street to Somerset Drive was voted on and passed by a vote of 11 to 1 with Ruth Hopkins voting “nay”.

Al Herrera moved the sidewalk on the west side of Canterbury Street between 79th Street and Somerset Drive be placed adjacent to the curb. The motion was seconded by Bill Griffith.

Pat Daniels expressed concern with the necessary movement of KCP&L poles for the construction of the sidewalk. Mr. Pryzby responded the poles would be moved by KCP&L at no cost to the City and noted a location further off the curb would be more

appropriate. David Belz confirmed if the cost for construction at this location was significant that Mr. Pryzby would come back to the Council for direction before proceeding.

The motion was voted on and passed by a vote of 10 to 2 with Hopkins and Ewy Sharp voting “nay”.

Legislative/Finance Committee

LEG2005-38 Consider Revisions to Fence Ordinance

Ruth Hopkins reported the Planning Commission has been discussing possible revisions to the city’s fence regulations for the past several months and are recommending several changes to the regulations. However, the committee had concerns with some of the proposed changes and therefore, on behalf of the Legislative/Finance Committee, Ruth Hopkins moved the City Council return the proposed fence regulations to the Planning Commission for further consideration of the following items: 1) The retaining wall setback should be eliminated because it would not allow the wall to tie back to the property line, which may defeat its purpose and the setback area will be unusable or become a maintenance problem; 2) The 5’ setback off the front corner of the dwelling be eliminated because it reduces the usability of the side yard and presents security concerns for exposed bedroom windows. Also many fences are already located off the front corner of dwellings and this would create problems when fences are replaced; 3) The permitting process needs to be refined so that it is not too time consuming for residents to obtain a fence permit. The motion was seconded by Bill Griffith and passed unanimously.

OLD BUSINESS

Consider Harmon Park & Pool Renovation Bond Refinancing

Al Herrera moved the City Council table action to authorize the offering for sale of General Obligation Refunding Bonds of the City of Prairie Village. The motion was seconded by Laura Wassmer and passed unanimously.

NEW BUSINESS

Jeff Anthony asked that a standing committee on compensation and benefits be appointed by the Mayor to include Council representatives, industry representatives and

staff. Bill Griffith recommended action on this not be taken until after the completion of the compensation and benefits survey that is currently being conducted by an outside consultant. He feels it would be more appropriate at that time and could also address the implementation of any recommendations of the consultants.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Citizens Advisory Committee	11/29/2005	7:00 p.m.
Policy/Services Committee	12/05/2005	6:00 p.m.
Legislative/Finance Committee	12/05/2005	5:30 p.m.
Council	12/05/2005	7:30 p.m.

The Prairie Village Arts Council is pleased to feature the Mid-America Pastel Society's exhibit in the R.G. Endres Gallery during the month of November. The Gallery will host an exhibit of photograph by Julie Johnson in December.

The Mayor's Holiday Tree Lighting will be held on Monday, November 28th at 6:30 p.m. in the Municipal Building. Donations to the Holiday Tree Fund will be utilized in assisting Prairie Village families and Senior Citizens needing help to pay their heating and electric bills during the cold winter months, as well as with home maintenance throughout the year. Your tax-deductible contributions are appreciated.

Deffenbaugh will observe the Thanksgiving Day holiday with the normal Thursday pickup being done on Friday and Friday's done on Saturday. The Municipal Offices will also be closed in observance of the holiday on Thursday and Friday.

The Mayor's Holiday Volunteer Gala at Homestead Country Club will be held on Friday, December 2nd starting at 6:30 p.m. RSVP to Lauren by November 28th.

Mark your calendar for the Employee Appreciation/Holiday Celebration on Wednesday December 14 at noon in the MPR. Mayor and Council Members will need to be present to hand out promotion and tenure awards for employees and Council, enjoy a boxed lunch and receive a holiday gift..

The 50th Anniversary books, **Prairie Village Our Story**, and Prairie Village Gift Cards continue to be sold to the public.

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 9:45 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

December 5, 2005

Copy of Ordinance
2621

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.
Be it ordained by the governing body of the City of Prairie Village, Kansas.

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
Check # 81660-81796	11/7/2005		
Check # 81797-81905	11/21/2005	349,826.90	
		363,569.63	
Payroll Expenditures			
November 10/2005		187,872.20	
November 23/2005		178,208.03	
Electronic Payments			
Intrust Bank -October credit card fees (General Oper)		342.93	
Intrust Bank - September & October credit card fees (Bonds)		813.80	
Marshall & Ilsley - October Police Pension remittance		5,760.84	
Intrust Bank - October fee		339.81	
MHM - Section 125 admin fees		232.92	
Intrust Bank -October purchasing card transactions		9,072.79	
TOTAL EXPENDITURES:			\$ 1,096,039.85
Voided Checks			
KACE	#80064	(30.00)	
Cintas	#81544	(143.18)	
Electronic Office Supplies	#81552	(585.50)	
E.Edwards	#81698	(1,800.00)	
TOTAL VOIDED CHECKS:			(2,558.68)
GRAND TOTAL CLAIMS ORDINANCE			1,093,481.17

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

Passed this 5th day of December 2005.

Signed or Approved this 5th day of December 2005.

(SEAL)

ATTEST: _____

City Treasurer

Mayor

CONSIDER ELECTRICAL SERVICES THREE YEAR CONTRACT

Background:

On Friday, November 18, 2005, the City Clerk received bids for electrical services. Only one bid was received from Teague Electric. The electrical services are for maintenance and repair activities on City buildings and facilities.

Financial Impact:

Funds are provided in the Public Works, Public Safety, Municipal Offices, Community Center, Tennis Court and Swimming Pool operations budget. The average annual expenditure is \$25,000.

Recommendation:

Staff recommends City Council approve a three year contract with Teague Electric for electrical services.


To: City of Prairie Village
From: Teague Electric

Teague Electric is pleased to present you with our bid on electrical services for the City. As always we feel privileged to be included in your list of contractors to help out with city projects.

There are many factors that go into the pricing of service work and the least of which may be the actual hourly figure that contractor charges but is often the most important line that most people look at.

It has always been my policy to discount our hourly rate to the City and waive the service call fee. We may not be the cheapest on hourly rate but we know all of your buildings very well and locations of your parks. I also send only one electrician per service truck thereby keeping the labor to a minimum. We are located in nearby Lenexa and can handle your routine service work or emergency work in a very timely manner. We have a great working relationship with your Public Works Dept. and look forward to continuing working with you as your partner in keeping your facilities safe and well maintained.

Sincerely,


Dusty Brown
Service Department Manager
Teague Electric

AGREEMENT FOR ELECTRICAL SERVICES

This Agreement, made this 21 day of October, 05, by and between TEAGUE ELECTRIC, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2006 through 2008 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 Service Specifications

1.1 The Contractor will provide electrical repair services in City buildings and on City grounds.

1.2 The City, in accordance with City Council Policy No. 150, will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.

1.3 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

1.4 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.

2.0 General

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 Roger Wyatt, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-rwyatt@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs. The Contractor will notify Roger Wyatt the day the services are to be performed at each location.

2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.

2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of the contractor, nor shall it provide to any employee of the contractor any fringe benefits of any kind.
- 2.8 This Agreement is for the period of January 1, 2006 through December 31, 2008. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of these services are:

Regular Hourly Employees	2006 Hourly Rate	2006 Overtime Rate	2006 Holiday Rate	2007 Hourly Rate	2007 Overtime Rate	2007 Holiday Rate	2008 Hourly Rate	2008 Overtime Rate	2008 Holiday Rate
Supervisor	66	99	132	68	100	132	69	102	135
Journeyman Electrician	66	99	132	68	100	132	69	102	135
Apprentice Electrician	58	87	116	60	90	118	61	90	118
Helper	-								
Equipment Operator	-								
Equipment Rates	2006 Daily Rate	2006 Hourly Rate		2007 Daily Rate	2007 Hourly Rate		2008 Daily Rate	2008 Hourly Rate	
Backhoe w/transport									
Air compressor									
Electric jackhammer									
Scaffold	88	11		88	11		88	11	
Snorkel lift genie	88	11		88	11		88	11	
Bucket Truck		80			85			85	
Materials	2006 % of Markup			2007 % of Markup			2008 % of Markup		
Purchase Invoice Cost Plus	35%			35%			35%		

Contractor Contact: Jerry Brown

Address: 11325 STRAWB LINE
LENEXA Ks 66215

Telephone Number: 913-529-4600

Fax Number: 913-529-4611

Email: dbrown@teagueelectric.com

/s/ Jerry Brown 11-17-05
Contractor Agent Date

ATTEST:

/s/ _____
Joyce Hagen Mundy, City Clerk Date

/s/ _____
Charles Wetzler, City Attorney Date

/s/ _____
Ronald L. Shaffer, Mayor Date

CONSIDER HOLIDAY TREE SERVICES THREE YEAR CONTRACT

Background:

On Friday, November 18, 2005, the City Clerk received bids for holiday tree services. Only one bid was received from Shawnee Mission Tree Services, Inc. Holiday lights are installed on nine trees on the Municipal Campus, one tree at 75th Street & Cherokee Drive, one tree at Porter Park, and three trees at Franklin Park..

Financial Impact:

Funds are provided in the Public Works operations budget. The annual expenditure will stay the same at \$10,130.00.

Recommendation:

Staff recommends City Council approve a three year contract with Shawnee Mission Tree Services, Inc. for holiday tree services.

AGREEMENT FOR HOLIDAY TREE LIGHTING

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2006 through 2008 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 Service Specifications

1.1 The Contractor will provide holiday tree lighting services for these locations:

Municipal Campus, 7700 Mission Road

1 Each Spruce, Mayors Tree (C-9) colored lamps

3 Each Flowering Crabapples (C-7) white lamps

4 Each Bradford Pears (C-7) white lamps

1 Each Flowering Crabapple (mini) white lamps

75th & Cherokee

1 Each Spruce (C-7) colored lamps

Porter Park, Tomahawk & Roe

1 Each Pine (C-9) colored lamps

Franklin Park, Somerset Drive & Roe

3 Each Spruce (C-7) colored lamps

1.2 Timers will be provided by the Contractor for the following locations:

Municipal Campus, 7700 Mission Road

4 Each Bradford Pears (C-7) white lamps

1 Each Flowering Crabapple (mini) white lamps

1.3 All wiring and electrical connections are to meet City electrical codes.

1.4 Pricing will include all labor including but not limited to; installation, removal, year around storage and once a month lighting check.

1.5 Lights will be installed by November 1st and remain up until January 31st.

1.6 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

2.1 The signed agreement will be the authorization for the vendor to provide the described services.

- 2.2 Roger Wyatt, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-rwyatt@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs. The Contractor will notify Roger Wyatt the day the services are to be performed at each location.
- 2.3 The City authorizes the Contractor to perform work anytime from 7:00am through 3:30pm weekdays.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location with a copy of the service report and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any ~~employee~~ of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.8 This Agreement is for the period of February 2, 2006 through February 1, 2009. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 That the yearly fees for the completion of these services are:

Locations	2006 Yearly Fee	2007 Yearly Fee	2008 Yearly Fee
Municipal Campus – 7700 Mission Road			
1 Each-Spruce, Mayors Tree (C-9) colored lamps	600 ⁻	600 ⁻	600 ⁻
3 Each-Flowering Crabapples (C-7) white lamps	1500 ⁻	1500 ⁻	1500 ⁻
4 Each-Bradford Pears (C-7) white lamps (w/timer)	2,280 ⁻	2,280 ⁻	2,280 ⁻
1 Each-Flowering Crabapple (mini) white lamps (w/timer)	500 ⁻	500 ⁻	500 ⁻
75th & Cherokee			
1 Each-Spruce (C-7) colored lamps	3,000 ⁰⁰	3,000 ⁰⁰	3,000 ⁰⁰
Porter Park, Tomahawk & Roe			
1 Each-Pine (C-9) colored lamps	400 ⁰⁰	400 ⁰⁰	400 ⁰⁰
Franklin Park, Somerset Drive & Roe			
3 Each-Spruce (C-7) colored lamps	1,850 ⁰⁰	1,850 ⁰⁰	1,850 ⁰⁰

Contractor Contact: MARK CANTRELL

ATTEST:

Company Name: SHAWNEE MISSION TREE SERVICE

Address: 8250 COLE PERRY

Joyce Hagen Mundy, City Clerk Date

SHAWNEE MISSION KS 66227

Telephone Number: 913 - 441 - 8888

Charles Wetzler, City Attorney Date

Fax Number: 913 - 441 - 8922

Email: chuckb@smtree.com

Mark Cantrell 10/17/05
Contractor Agent Date

Ronald L. Shaffer, Mayor Date

CONSIDER HVAC SERVICES THREE YEAR CONTRACT

Background:

On Friday, November 18, 2005, the City Clerk received bids for HVAC services. Only one bid was received from Chief Heating & Cooling, Inc. This service agreement is for Heating Ventilation and Cooling (HVAC) services and repairs to City 49 heating and cooling units in the City buildings – Municipal Offices (25), Community Center (4), Swimming Pool (4), Public Works (13) and Public Safety (3).

Financial Impact:

Funds are provided in the Public Works, Municipal Offices, Community Center, Swimming Pool, and Public Safety operations budget. The average annual expenditure is \$15,000.

Recommendation:

Staff recommends City Council approve a three year contract with Chief Heating & Cooling, Inc. for HVAC services.

AGREEMENT FOR HVAC SERVICE

This Agreement, made this 7th day of November, 2005, by and between Chief Heating & Cooling, Inc., hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2006 through 2008 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 Service Specifications

1.1 The Contractor will provide City HVAC service for Spring, Fall and special preventative maintenance and repair service for the following locations:

- Police Department – 7710 Mission Road
- Municipal Building – 7700 Mission Road
- Community Center – 7720 Mission Road
- Public Works – 3535 Somerset Drive
- Swimming Pool Facility – 7711 Delmar

1.2 The City, in accordance with City Council Policy No. 150, will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.

1.3 Special Maintenance Services

- a. Three Month Service - Change all air filters every 3 (three) months.
- b. June through September monthly service – Clean condensers once a month during the months of June, July, August and September at the Police Department, Municipal Building, Community Center and Public Works locations.

1.4 Spring Maintenance Service - Cooling Units

Check and start up all air conditioning systems in the spring. Notify the City of any deficiencies or parts which need to be replaced. The following preventive maintenance will be performed on all cooling units:

- a. Lubricate blower & motor bearings
- b. Check belt condition and tension
- c. Check condenser coils and clean
- d. Check evaporator cooling coil and clean
- e. Check operating pressures
- f. Check freon charge and leak test units with low charge
- g. Check thermostat and control
- h. Check condenser efficiency and clean contacts
- i. Set dampers and check fan speed for summer operation
- j. Check safety controls for correct operation and setting
- k. Check superheat setting and adjust
- l. Check for proper oil level and add oil, if required
- m. Check voltage and amp draw
- n. Check for correct rotation
- o. Check expansion valve and refrigerant flow through drier

- p. Check contactors and starters
- q. Check 'start and run' capacitors
- r. Check compressor efficiency
- s. Clean condensate drain
- t. Check thermostat and controls
- u. Change air filter
- v. Check Damper actuation and thermostats on VAV boxes

1.5 Fall Maintenance Service - Heating Units

Check and start all heating units in the fall. Notify the City of any deficiencies or parts that need to be replaced. In general, the following preventative maintenance will be performed on all heating units:

- a. Lubricate blower and motor bearings
- b. Check belt condition and tension
- c. Check operation of controls and clean contact points
- d. Check to insure that all furnace and heater flues are drawing properly
- e. Check condition of pilot and clean
- f. Check condition of burner for proper flame and adjust
- g. Check gas line pressure
- h. Check manifold pressure
- i. Check combustion
- j. Check fan and limit control
- k. Check pilot safety
- l. Check heat anticipator
- m. Check gas pressure regulator
- n. Check burner operation
- o. Check heat relay
- p. Check safety controls
- q. Check thermocouple output
- r. Check temperature rise through heat exchanger
- s. Set dampers and check fan speed for winter operation
- t. Check for CO₂ to supply ducts and around flues
- u. Change air filter
- v. Check damper actuation, thermostats and valves on hot water VAV boxes

1.6 Provide emergency service within four (4) hours of request at specified hourly or over-time rate plus materials.

1.7 Furnish the City with a repair order detailing all work performed by location including labor hours and parts replaced along with Invoice for work performed by location to be delivered to Public Works at 3535 Somerset, Prairie Village, KS 66208 when work is completed.

1.8 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 The signed agreement will be the authorization for the vendor to provide the described services.
- 2.2 Roger Wyatt, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-rwyatt@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs. The Contractor will notify Roger Wyatt the day the services are to be performed at each location.
- 2.3 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.
- 2.4 The Contractor will contact Roger Wyatt to schedule work. All work should be performed between 7:00am through 3:30pm weekdays.
- 2.5 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.6 All invoices should be grouped by building and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.7 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.8 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.9 This Agreement is for the period of January 1, 2006 through December 31, 2008. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.10 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 The fees for the completion of this service are:

LOCATION	2006 MONTHLY	2007 MONTHLY	2008 MONTHLY
Public Safety – 7710 Mission Road			
Special Maintenance Service	512.30	537.90	564.80
Spring Maintenance Service	641.10	673.10	706.75
Fall Maintenance Service	641.10	641.10	641.10
Municipal Building – 7700 Mission Road			
Special Maintenance Service	418.15	439.10	461.05
Spring Maintenance Service	352.30	369.95	388.45
Fall Maintenance Service	352.30	369.95	388.45
Community Center – 7720 Mission Road			
Special Maintenance Service	225.90	237.20	249.05
Spring Maintenance Service	119.60	125.60	131.85
Fall Maintenance Service	119.60	125.60	131.85
Public Works – 3535 Somerset Drive			
Special Maintenance Service	378.45	397.40	417.25
Spring Maintenance Service	230.45	242.00	254.10
Fall Maintenance Service	330.45	347.00	365.00
Swimming Pool Facility – 7711 Delmar			
Special Maintenance Service	87.10	91.45	96.05
Spring Maintenance Service	105.55	110.85	116.40
Fall Maintenance Service	105.55	110.85	116.40

3.2 Additional Fees

DESCRIPTION	2006 PRICING	2007 PRICING	2008 PRICING
Labor Cost per Hour:	74.00	76.00	78.00
Labor Cost per Overtime Hour:	111.00	114.00	117.00
Materials - Actual Cost Plus Mark Up %:	37%	37%	37%
Freon - Cost Per Pound for Refrigerant R-22	17.00	21.00	29.00

4.0 Units covered by this agreement

4.1 Municipal Building (City Hall), 7700 Mission Road

MFG	MODEL #	SERIAL #	LOCATION
TRANE	TUE100A948K0	M223L3M2G	BASEMENT
TRANE	TUE100A948K0	M222N4M1G	BASEMENT
LENNOX	G23Q2/3-75-6	5899A 28161	BASEMENT
LENNOX	G23Q3/4-100-6	5898M 38048	BASEMENT
TRANE	TTR048C100A2	J18205766	OUTSIDE, GROUND
LENNOX	H529-036-1P	5899B 35778	OUTSIDE, GROUND
TRANE	TTA090A300CB	L301YPHAH	OUTSIDE, GROUND
LENNOX	G23Q2/3-75-4	5898C 63896	UPSTAIRS
LENNOX	G23Q5/6-125-4	5898C 61145	UPSTAIRS
LENNOX	G23Q5/6-125-4	5898C 61146	UPSTAIRS
LENNOX	G23Q5/6-125-4	5897J 28427	UPSTAIRS
LENNOX	G23Q5/6-125-4	5897J 28460	UPSTAIRS
LENNOX	G23Q5/6-125-6	5599B 25045	UPSTAIRS
LENNOX	G23Q5/6-125-6	5899B 25059	UPSTAIRS
YORK	P2MPD20N11201F	EMDM465821	UPSTAIRS
YORK	P2MPD20N11201F	EMDM465816	UPSTAIRS
LENNOX	H529-036-9Y	5898C 35611	ROOFTOP
LENNOX	LSA090C-1Y	5698D06040	ROOFTOP
TRANE	TT5018C100A0	L085T7AAF	ROOFTOP
LENNOX	LSA090C-1Y	5698K 05013	ROOFTOP
LENNOX	GC516-030-75-1P	5699C 06663	ROOFTOP
CARRIER	J094178	38AD012400	ROOFTOP
LENNOX	HS17-1353-5Y	5193J26272	ROOFTOP
TRANE	YCC024F1LOBE	N111NX22H	ROOFTOP
TRANE	YCH048C3LOB	L25101188D	ROOFTOP

4.2 Community Center, 7720 Mission Road

MFG.	MODEL #	SERIAL #	LOCATION
CARRIER	58WAV111-20	1197A04954	FURNACE ROOM
CARRIER	58WAV111-20	1197A04944	FURNACE ROOM
CARRIER	38CKC060300	3197E18546	OUTSIDE
CARRIER	38CKC060300	3197E18551	OUTSIDE

4.3 Swimming Pool Facility, 7711 Delmar

MFG.	MODEL #	SERIAL #	LOCATION
YORK	N4AHD14A06A	EGFS192429	INSIDE
YORK	H1DB036S06B	EHFM303588	GROUND
YORK	F1SA030R06A	ELCS347675	INSIDE
YORK	H2DH030506A	EFD239221	ROOF

4.4 Public Works Facilities, 3535 Somerset

MFG.	MODEL #	SERIAL #	LOCATION
TRANE	GPA125A	0G-06327	SHOP
JANITROL	WH100	89GH3810R	SHOP
JANITROL	WH100	89GH3983R	PARTS
LENNOX	LF3E-165-2	8-92020ES	HIGH LIFT
SHENANDOAH	AM-862526	2026	SHOP
TRANE	TUE060A936KO -	L305K4RIG	SHOP, CEILING
TRANE	TUE120A960KO	L323T8G1G	SHOP, CEILING
TRANE	TTR025C100A2 -	L322LCHAF	GROUND
TRANE	TTB060C100AD -	L273RBGHF	GROUND
YORK	P4UGD20N12001A	ENXM249132	FURNACE ROOM
YORK	HICF060S06B -	MBYM131772	GROUND
REZNOR	F50	AQ131KSN44235	SIGN GARAGE
CARRIER	38CKC030340 -	1105E08979	GROUND

4.5 Police Building, 7710 Mission Road

MFG.	MODEL #	SERIAL #	LOCATION
AJAX	WG850	46894	BASEMENT
TRANE	SXHFC50EOE10C6AD3 00ADEMRT	J94M73448	ROOF
TRANE	TCD04BC30ABC	K021016520	ROOF

Contractor Contact: Larry Finkemeier

ATTEST:

Company Name: Chief Heating & Cooling Inc.

/s/

Joyce Hagen Mundy, City Clerk DateAddress: 920 NW Technology DriveLee's Summit, MO. 64086Telephone Number: (816) 246-4646

/s/

Charles Wetzler, City Attorney DateFax Number: (816) 246-5584Email: larry@chiefhc.com

/s/

11-07-2005

/s/

Contractor Agent

Date

Ronald L. Shaffer, Mayor

Date

CONSIDER ICE MAKER SERVICES THREE YEAR CONTRACT

Background:

On Friday, November 18, 2005, the City Clerk received bids for ice maker services. Only one bid was received from Ice-Masters, Inc. This service agreement is for making ice at Public Works and at the Swimming Pool concession stand.

Financial Impact:

Funds are provided in the Public Works and Swimming Pool operations budget. The annual expenditure will be \$1,920.00.

Recommendation:

Staff recommends City Council approve a three year contract with Ice-Masters, Inc. for ice maker services.

AGREEMENT FOR ICE MAKER SERVICE

This Agreement made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2006 through 2008 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 Service Specifications

1.1 The Contractor will provide a rental program for:

- a) One (1) water cooled crescent cube ice maker producing 18 pounds per hour, 300 pound ice storage bin, water filter located at Public Works B-building, 3535 Somerset Drive, January through December.
- b) One (1) water cooled crescent cube ice maker producing 800 pounds per day with 500 pound ice storage bin, water filter located at Swimming Pool Concession, 7711 Delmar, May through September.

1.2 The Contractor will provide a maintenance service on a 24 hour, seven days per week basis that includes all delivery, installation, full maintenance including periodic cleanings, water filtration system with replacement cartridges and ice delivery in event of equipment failure.

1.3 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

2.1 The signed agreement will be the authorization for the vendor to provide the described services.

2.2 Roger Wyatt, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-rwyatt@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs. The Contractor will notify Roger Wyatt the day the services are to be performed at each location.

2.3 The Contractor will contact Roger Wyatt to schedule work. All work should be performed between 7:00am through 3:30pm weekdays.

- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by building and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.8 This Agreement is for the period of January 1, 2006 through December 31, 2008. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 That the Monthly fee for these services are:

Service	2006 Monthly Rate	2007 Monthly Rate	2008 Monthly Rate
Public Works B-Building – 3535 Somerset Drive	\$ 85 ⁰⁰ /mo	\$ 85 ⁰⁰ /mo	\$ 85 ⁰⁰ /mo
Swimming Pool Concession – 7711 Delmar Drive	* 900. ⁰⁰ Annual	900. ⁰⁰ Annual	900. ⁰⁰ Annual

* Seasonal Concession is not billed monthly. Not cost is annual expense.

Bid by: Ice-Masters, Inc., 6218 Melrose, Shawnee, KS 66203
Larry Embree 10/17/05

Contractor Contact: Nancy Embree

Company Name: Ice-Masters, Inc.

Address: 6218 Melrose
Shawnee, KS 66203

Telephone Number: 913-631-6900

Fax Number: 913-631-0333

Email: NEmbree@ice-masters.com

/s/  10/17/05
Contractor Agent Date

ATTEST:

/s/ _____
Joyce Hagen Mundy, City Clerk Date

/s/ _____
Charles Wetzler, City Attorney Date

/s/ _____
Ronald L. Shaffer, Mayor Date

CONSIDER LOCKSMITH SERVICES THREE YEAR CONTRACT

Background:

On Friday, November 18, 2005, the City Clerk received bids for locksmith services. Only one bid was received from Johnson County Key Service. This service agreement is for locksmith services at all City buildings, parks, grounds and vehicles.

Financial Impact:

Funds are provided in the operations budget. The annual expenditure averages \$2,200.

Recommendation:

Staff recommends City Council approve a three year contract with Johnson County Key Service for locksmith services.

AGREEMENT LOCKSMITH SERVICES

This Agreement, made this 1st day of NOVEMBER, 2005, by and between Johnson County Key Services hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2006 through 2008 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 Service Specifications

- 1.1 The Contractor will provide locksmith services for City facilities.
- 1.2 The City, in accordance with City Council Policy No. 150, will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.3 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 The signed agreement will be the authorization for the vendor to provide the described services.
- 2.2 Roger Wyatt, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-rwyatt@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs. The Contractor will notify Roger Wyatt the day the services are to be performed at each location.
- 2.3 The City authorizes the Contractor to perform work anytime from 7:00am through 3:30pm weekdays.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location with a copy of the service report and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.

- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.8 This Agreement is for the period of January 1, 2006 through December 31, 2008. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 That the fees for the completion of this service are:

Employees	2006		2007		2008	
	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate
Supervisor	N/A	N/A	N/A	N/A	N/A	N/A
Locksmith	48.00	72.00	50.00	75.00	50.00	75.00
Apprentice	30.00	45.00	32.00	48.00	32.00	48.00
Helper	15.00	22.50	18.00	27.00	18.00	27.00
Equipment Rates	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
	N/A					
Materials	Percentage Markup		Percentage Markup		Percentage Markup	
Purchase Invoice Cost Plus	28%		29%		30%	

CONSIDER PEST CONTROL SERVICES THREE YEAR CONTRACT

Background:

On Friday, November 18, 2005, the City Clerk received bids for pest control services. Two bids were received. This service agreement is for pest control inspection and treatment at City buildings both internally and externally. Lawrence Pest Control was the low bidder over Orkin, Inc.

The annual expenditures for Lawrence Pest Control would be \$2,390. The annual expenditures for Orkin would be \$3,459.57 for 2006, \$3,459.57 for 2007 and \$3,575.57 for 2008. References from other cities were contacted for Lawrence Pest Control and they stated that there were no problems.

Financial Impact:

Funds are provided in the operations budget. The annual expenditure will be \$2,390.

Recommendation:

Staff recommends City Council approve a three year contract with Lawrence Pest Control for pest control services.

AGREEMENT FOR PEST CONTROL SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2006 through 2008 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 Service Specifications

1.1 The Contractor will provide total building monthly pest control at these locations:

- Municipal Building, 7700 Mission Road
- Public Safety Center, 7710 Mission Road
- Community Center, 7720 Mission Road
- Public Works Facility - A building, 3535 Somerset Drive
- Public Works Facility - B building, 3535 Somerset Drive
- Public Works Facility - G building, 3535 Somerset Drive

1.2 The Contractor will provide total building monthly pest control only during May, June, July, August, September at these locations:

- Swimming Pool Bathhouse, 7711 Delmar
- Swimming Pool South Filter House, 7711 Delmar
- Swimming Pool Concession Are, 7711 Delmar (bi-weekly service)
- Tennis Shack, 7721 Delmar
- Pavilion Restrooms, 7721 Delmar

1.3 The Contractor will provide outside pest control service only from June 1 to September 30 around the following locations:

- Municipal Building, 7700 Mission Road
- Public Safety Center, 7710 Mission Road
- Community Center, 7720 Mission Road
- Public Works Facility - A building, 3535 Somerset Drive
- Public Works Facility - B building, 3535 Somerset Drive

1.4 The Contractor will use an odorless chemical to provide for the control of spiders, roaches, waterbus, silverfish, ants, crickets, and mice.

1.5 The Contractor will identify the chemicals and amounts used in a service report for each location.

1.6 If it is necessary for the Contractor to repeat a treatment between scheduled services, the Contractor will do so at no cost.

1.7 The Contractor will provide a Material Safety Data Sheet for all chemicals used.

1.8 The Contractor will provide an annual termite inspection.

1.9 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

2.1 The signed agreement will be the authorization for the vendor to provide the described services.

2.2 Roger Wyatt, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-rwyatt@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs. The Contractor will notify Roger Wyatt the day the services are to be performed at each location.

2.3 The City authorizes the Contractor to perform work anytime from 7:00am through 3:30pm weekdays.

2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.5 All invoices should be grouped by building with a copy of the service report and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.

2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.

2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.

2.8 This Agreement is for the period of January 1, 2006 through December 31, 2008. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

2.9 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 That the monthly fees for the completion of these services are:

LOCATION	2006 MONTHLY FEE	2007 MONTHLY FEE	2008 MONTHLY FEE
Municipal Building	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Municipal Building Outside (6/1-9/30)	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Public Safety Center	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Public Safety Center Outside (6/1-9/30)	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Community Center	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Community Center Outside (6/1-9/30)	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Public Works Facility - A Building	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Public Works Facility - A Building (6/1-9/30)	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Public Works Facility - B Building	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Public Works Facility - B Building (6/1-9/30)	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Public Works Facility - G Building	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Swimming Pool Bathhouse	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Swimming Pool South Filter House	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Tennis Shack	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Pavilion Restrooms	20. ⁰⁰	20. ⁰⁰	20. ⁰⁰
Swimming Pool Concession Area (Bi-Weekly)	30. ⁰⁰	30. ⁰⁰	30. ⁰⁰

Contractor Contact: SAM KUMAR

ATTEST:

Company Name: LAWRENCE PEST CONTROL /s/ _____
Joyce Hagen Mundy, City Clerk DateAddress: 9095 JOHNSON DR
MERRIOW, KS. 66202Telephone Number: 913-677-3003/s/ _____
Charles Wetzler, City Attorney DateFax Number: 913-677-3086Email: lawrencepest@yahoo.com/s/ Suresh Kumar 11/10/05
Contractor Agent Date/s/ _____
Ronald L. Shaffer, Mayor Date

CONSIDER PORTABLE TOILET SERVICES THREE YEAR CONTRACT

Background:

On Friday, November 18, 2005, the City Clerk received bids for portable toilet services. Only one bid was received from Johnny on the Spot. This service agreement is for providing wheel chair accessible portable toilets on a yearly term at Meadowlake Park, Porter Park, Windsor Park, Franklin Park, and State Line Park. A wheel chair accessible portable toilet is provided at Harmon Park from November 1 to March 1.

Financial Impact:

Funds are provided in the Public Works operations budget. The annual expenditure will be \$12,800 in 2006, \$13,760 in 2007 and \$14,400 in 2008.

Recommendation:

Staff recommends City Council approve a three year contract with Johnny on the Spot for portable toilet services.

AGREEMENT FOR PORTABLE TOILET SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2006 through 2008 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 Service Specifications

1.1 The Contractor will provide one wheel chair accessible portable toilet service year-round at Meadowlake Park (2900 West 79th Street), Porter Park (Roe Avenue and Tomahawk Road), Windsor Park (West 72nd Street and Windsor Drive), Franklin Park (8700 Roe Avenue) and Weltner Park (Cambridge and State Line Road). The Contractor will also provide one wheel chair accessible portable toilet service from November 1 to March 1 at Harmon Park (7727 Delmar).

1.2 The Contractor will provide delivery, setup, cleaning two times per week, repair and removal

1.3 That within 24 hours of notice, the Contractor will replace any portable toilet that is not in good condition such as doors not closing properly.

1.4 The Contractor will service a unit within 24 hours of request by the City.

1.5 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

2.1 The signed agreement will be the authorization for the vendor to provide the described services.

2.2 Roger Wyatt, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-rwyatt@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs. The Contractor will notify Roger Wyatt the day the services are to be performed at each location.

2.3 The City authorizes the Contractor to perform work anytime from 7:00am through 3:30pm weekdays.

2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.5 All invoices should be grouped by location and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.

- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall included Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.8 This Agreement is for the period of January 1, 2006 through December 31, 2008. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.
- 3.0 Fees**
- 3.1 The Monthly fee for each unit including damage waiver fee with two (2) times per week service on Mondays and Fridays.

LOCATIONS	2006 MONTHLY FEE	2007 MONTHLY FEE	2008 MONTHLY FEE
Meadowlake Park - 2900 West 79 th Street	200.00	215.00	225.00
Porter Park - Roe Avenue and Tomahawk Road	200.00	215.00	225.00
Windsor Park - West 72 nd Street and Windsor Drive	200.00	215.00	225.00
Franklin Park - 8700 Roe Avenue	200.00	215.00	225.00
Weltner Park - Cambridge and State Line Road	200.00	215.00	225.00
Harmon Park - 7727 Delmar (November 1 to March 1)	200.00	215.00	225.00

Contractor Contact: MARIA magin

Company Name: Deffenbaugh Industries Inc
DBA - Johnny on the Spot


Address: 18181 W. 53rd St

Shawnee KS 66217

Telephone Number: 913-631-6500

Fax Number: 913-631-0990

Email: _____

/s/  _____
Contractor Agent Date 10-21-05


ATTEST:

/s/ _____
Joyce Hagen Mundy, City Clerk Date

/s/ _____
Charles Wetzler, City Attorney Date

/s/ _____
Ronald L. Shaffer, Mayor Date

CITY OF PRAIRIE VILLAGE

TO: MAYOR & CITY COUNCIL
FROM: DOUG LUTHER 
SUBJECT: COMPUTER NETWORK SERVICES
DATE: 23 NOVEMBER, 2005
CC:

The City's Network Services Agreement with Alexander Open Systems (AOS) will expire on 31 December, 2005. These services were last re-bid in 2002. City staff in all departments have been satisfied with the services performed by Alexander Open Systems.

AOS has agreed to continue providing services in 2006 under the same terms as conditions as the current network services agreement with hourly rates as follows:

Service	Standard Rate	Contract Rate
Hardware Support	\$60	\$55
Network/Engineering Support	\$130	\$95
Sr. Systems Engineer	\$150	\$95
Design/Consulting	\$130	\$105

An extension of the current Network Services Agreement has been placed on the 5 December, 2005 Consent Agenda for your consideration.

ANNUAL AGREEMENT FOR NETWORK SYSTEMS SERVICES

This Agreement, made this _____ day of _____, 2005, by and between ALEXANDER OPEN SYSTEMS, INC., hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during the time and pursuant to the terms and conditions identified herein.

1.0 Service Specifications

- 1.1 The Contractor will provide network systems administration assistance for the Microsoft LAN, WAN, and wireless networks installed at Municipal Building, Public Safety Center and Public Works facilities.
- 1.2 The network systems administration is defined as:
 - a. Installing, setup and configuring for new hardware and software.
 - b. Assigning rights, restrictions, and access to application and data directories of specific file locations.
 - c. Testing user access, rights, and restrictions to ensure network security is not jeopardized and to ensure user applications are being accessed correctly.
 - d. Debugging and troubleshooting issues that arise in operating various network applications and network operating systems.
 - e. Providing hardware cleaning, virus check and diagnostics for file servers,.
 - f. Providing hardware cleaning, virus check and diagnostics for work stations.
 - g. Providing hardware and software support, troubleshooting, and other services for PCs and associated hardware and software operating within the Municipal Building, Public Safety Center, and Public Works facilities' network environments.

2.0 General

- 2.1 The signed agreement will be the authorization for the vendor to provide the described services as may be requested by the City from time to time.
- 2.2 Doug Luther, Assistant City Administrator at phone (913)385-4603 or Barbara Vernon, City Administrator, at phone (913) 385-4603, will be the City coordinators for the Contractor for providing service and responding to any special needs for the City Hall and Public Works Department. Captain Tim Schwartzkopf, 913-385-4609, will coordinate services for the Police Department.
- 2.3 The City authorizes the Contractor to perform work anytime from 8:00am through 5:00pm weekdays.

- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices with a copy of the service report are to be sent to the Prairie Village Municipal Building, 7700 Mission Road, Prairie Village, KS 66208.
- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractor's, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.8 This Agreement will commence on the date this agreement is fully executed by both parties and continue through December 31, 2006, provided that the term may be renewed for additional twelve month periods by written agreement between the parties. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 That the fees for the completion of this service are:

- a. Hourly rates below are for Monday through Friday, 8am to 5pm. All billing shall be in 15 minute increments. Emergency support rates are explained in sections (d) through (f).

Service	Standard Rate	Contract Rate
Hardware Support	\$60	\$55
Network/Engineering Support	\$130	\$95
Sr. Systems Engineer	\$150	\$95
Design/Consulting	\$130	\$105

- b. Travel will be billed one-way at the skill level rate.
- c. Phone support will be billed at the applicable skill level in 15 minute increments.
- d. Emergency support will be billed at 150% of the Contract rate with a \$250 minimum charge.
- e. Holidays are billed at 200% of the Contract rate.
- f. Evening and weekends at 150% of the Contract rate.

Contractor Contact: Grant R. Cynor

ATTEST:

Address: 12851 Foster Street, Overland Park, Ks

/s/ _____
Joyce Hagen Mundy,
City Clerk

Approved as to Form

/s/ _____
Charles Wetzler, City Attorney

Telephone: 913-307-2307

Fax Number: 913-307-2380



/s/ _____ 11/11/05 _____
Contractor Agent Date

/s/ _____
Ronald L. Shaffer, Mayor Date

CONSENT AGENDA

Purchase Request for Community Service Officer Truck

Issue:

The City Council previously approved the purchase of a truck for the Department's Community Service Officers as part of the 2005 Public Safety Budget.

Background:

This is a request to purchase a 2006 Ford F250 Truck for \$22,791.00 from Shawnee Mission Ford, the dealer who was awarded the Metro Coop Bid.

Recommendation:

STAFF RECOMMENDS THE PURCHASE OF A 2006 FORD F250 TRUCK FROM SHAWNEE MISSION FORD FOR \$22,791.00. FUNDS ARE AVAILABLE IN THE PUBLIC SAFETY BUDGET LINE ITEM 1-3-23-7100.

Issue: Should the City renew its agreement with R & D Computer Systems for Laserfiche maintenance and support?

Background:

In 1997, the City purchased a Laserfiche document imaging system. For the past four years R & D computer Systems has provided both software maintenance and training for the system. The volume of information on the system continues to grow with regular input and use by administrative staff.

Financial Impact:

The agreement for 2006 is being renewed at the same cost of \$1,180 for the 2005 agreement. Funds have been budgeted in the City Clerk's 2006 Operating Budget.

Recommendation:

RECOMMEND THE CITY COUNCIL APPROVE A LASERFICHE SOFTWARE MAINTENANCE AGREEMENT WITH R & D COMPUTER SYSTEMS FOR 2006 AT A COST OF \$1,180 WITH FUNDING FROM THE CITY CLERK'S OPERATING BUDGET

CONSENT AGENDA



Computer Systems

AGREEMENT FOR LASERFICHE SOFTWARE MAINTENANCE 2006

R&D Computer Systems is an authorized LaserFiche reseller and will be supporting the LaserFiche system for the City of Prairie Village.

The City is purchasing the LaserFiche Software Assurance Plan (LSAP) which provides the following:

- Telephone hotline support with regular response time (within 4 hours)
- All new software releases and updates
- 24-hour FTP and WWW access

LF Group Server Software Maintenance	\$ 450
5 full Users Software Maintenance	\$ 550
LaserFiche Snapshot 5 User Software Maintenance	\$ 100
LF E-Mail 5 User Software Maintenance	\$ 80
Total Imaging Software Maintenance Cost 2006	<u>\$ 1,180</u>

The LSAP will be in effect for the year 2006

Richard McGinnis
R&D Computer Systems

Ronald L. Shaffer, Mayor
City of Prairie Village

Issue:

Consider appointment to the Prairie Village Tree Board

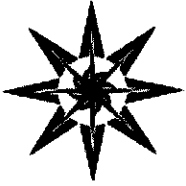
Background:

Mayor Shaffer is pleased to place before you the appointment of Laura Deaver to complete the unexpired term of Shelly Trewolla on the Tree Board. Ms Deaver is currently the chair of the Prairie Fields Island Club and also brings experience from her work at Suburban Nursery to the Board. Laura's volunteer application is attached.

Recommendation:

Ratify the Mayor's appointment of Laura Deaver to the Prairie Village Tree Board completing the unexpired term of Shelly Trewolla expiring in April, 2006.

CONSENT AGENDA



**City of Prairie Village
APPLICATION TO VOLUNTEER**

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

Name LAURA G. DEEVER Spouse's Name DANIEL
Address 5901 W. 79th ST Zip 66208 Ward _____
Telephone: Home ⁽⁹¹³⁾ 648-2586 Work ⁽⁹¹³⁾ 558-1666 Fax ⁽⁹¹³⁾ 648-6315
E-mail ddeever@kc.rr.com Other Number(s): _____
Business Affiliation Physical Therapist
Business Address self-employed
What Committee(s) interests you? TREE BOARD

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

Currently chair the Prairie Fields Island Club
Responsibilities include recruiting volunteers for the 30
islands in our sub division, contracting w/ local nurseries
for our plants, etc..., meeting w/ PV Public Works to
discuss island maintenance, removal of trees, shrubs, etc...
Setting goals to improve the look of our neighborhood
through by approving plant designs for the islands, setting
up contractors to perform masonry work or Statuary repairs.
Name worked last 4 Spring @ Suburban on Doe in

Thank you for your interest in serving our community.
trees & shrubs. (Seasonal work weekends & evenings)

CONSIDER PROJECT 190715: 2005 STORM DRAINAGE REPAIR PROGRAM

Background:

This project is complete. With the closeout, the consultant, The Larkin Group, Inc., has prepared a final change order for construction services.

Financial Impact:

Engineering Change Order #1 is for a decrease of \$17,341.28. These monies will be returned to the Capital Infrastructure Program Drainage Unallocated account.

Recommendation:

Public Works staff recommends the City Council approve Engineering Change Order #1 for \$17,341.28 reduction in the Construction Administration agreement with The Larkin Group, Inc., and the transfer of these monies to the Capital Infrastructure Program Drainage Unallocated.

PW

CITY OF PRAIRIE VILLAGE

PUBLIC WORKS DEPARTMENT

ENGINEERING CHANGE ORDER NO. 1 (FINAL)

Consultant's Name The Larkin Group, Inc.

Project Title 2005 Storm Drainage Repair Program Owner's Project No. 190715

Date Requested 11/28/05 Consultant's Project No. KC04-0001.0300

Contract Date 8/1/05


The scope of work in the above Engineering Services Agreement has been modified as follows:

As requested decreasing the engineering agreement for the consultant for the amount of the unused fee for the engineering observation and construction administration services.

Original Agreement Amount	\$ <u>79,500.00</u>
Net Previous Change Orders	\$ <u>64,900.00</u>
Subtotal	\$ <u>144,400.00</u>
Net increase or Decrease this Change Order	\$ <u>17,341.28</u>
New Agreement Amount	\$ <u>127,058.72</u>


The Engineering Consultant (~~does~~) (does not) anticipate a related Construction Change Order No. X in the amount of \$ 0.00.

CITY OF PRAIRIE VILLAGE, KANSAS



William J. Cunningham, P.E.
Principal for Consultant

By _____
Ronald Shaffer
Mayor



Thomas Trienens, City of PV

CONSIDER PROJECT 190847: 2005 STREET RESURFACING PROGRAM

Background:

This additional work is the result of a WaterOne water main leak at the entrance to 84th Terrace from Mission Road. The City contractor had to remove the silt and mud, and then prepare the subgrade for paving. The water leak caused the City contractor to repair the subgrade and prepared an additional area at the entrance to 84th Terrace.

Financial Impact:

The increase cost is \$10,035.66 for time, equipment and materials incurred by McAnany Construction. WaterOne will be invoiced for the cost of the repairs. Funds are available in the Capital Infrastructure Program.

Recommendation:

Staff recommends City Council approve Construction Change Order #3 for a \$10,035.66 increase in the contract value with McAnany Construction.

OCT 28 2005



Affinis Corp
7401 W. 129th St, Suite 110
Overland Park, KS 66213

Project #	_____
Task #	_____
Account #	_____
Initials	_____
Entered	_____

25-Oct-05

RE: 84th Terr. (Mission Rd to Reinhardt St.)

Attn: Ms. Kristen Leathers

In regards to the damage caused by a water main break at the intersection of 84th Terr. and Mission Rd. on July 21, 2005, the extra costs are as follows:

Removing and hauling off site the silt/mud and prepping the subgrade for additional base rock:

Labor Cost:

Operator	12 Hours	\$ 43.97	\$ 527.64
Operator	6 Hours	\$ 47.00	\$ 282.00
Laborer	6 Hours	\$ 37.46	\$ 224.76

Total Labor \$ 1,034.40

Equipment Cost:

Galion Roller	1 Hour	\$ 29.00	\$ 29.00
Catipillar Loader	6 Hours	\$ 90.00	\$ 540.00
Catipillar Motor Grader	5 Hours	\$ 78.00	\$ 390.00
Case Uniloader	6 Hours	\$ 35.00	\$ 210.00
Tandem Truck	6 Hours	\$ 67.50	\$ 405.00

Total Equipment \$ 1,574.00

Total Labor and Equipment	\$ 2,608.40
Overhead and Profit	391.26
Total	<u>\$ 2,999.66</u>

These costs do not included additional materials which will be paid for at Bid Prices.

Sincerely,

Jake Allen
Jake Allen
Project Manager

fw

CITY OF PRAIRIE VILLAGE

PUBLIC WORKS DEPARTMENT

CONSTRUCTION CHANGE ORDER NO. 3

Consultant's Name: Affinis Corp.

Project Title: 190847: 2005 Street Resurfacing Program

Date Requested: 28-Oct-05

Owner's Project No.: 190847

Contract Date: 6-Jun-05

Contractor's Name: McAnany Construction, Inc.

REQUIRED CHANGES IN PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00	L.S.	WaterOne Force Account	1.0	\$2,999.66	\$2,999.66
791.5	\$18,996.00	Ton	4" Granular Subbase	1,018.0	\$24.00	\$24,432.00
588	\$29,400.00	Ton	4" Asphalt Base (Type 1)	620	\$50.00	\$31,000.00
TOTAL	\$48,396.00				TOTAL	\$58,431.66
			NET	Increase	Decrease	\$10,035.66

Explanation of Changes

Project 190847; 2005 Street Resurfacing Program. This change order is to cover the following items:

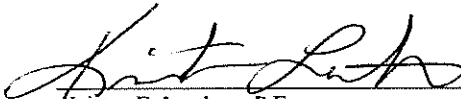
This additional work is the result of a leak on WaterOne's water main at 84th Terrace and Mission Road. Attached is an itemized bill from McAnany Construction for time and equipment that resulted from the water main leak. Subgrade had to be repaired and cut to grade and subbase material had to be added and/or replaced. Additional asphalt base was also required.

This change order increased the contract amount by \$10,035.65.

Original Contract Price	<u>\$ 982,750.40</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$ 1,014,670.40</u>
NET increase or decrease this Change Order	<u>\$ 10,035.66</u>
New Contract Price	<u><u>\$ 1,024,706.06</u></u>

Change to Contract Time:
N/A

The Engineering Consultant **does not** anticipate a related Engineering Change Order .




 Kristen E. Leathers, P.E.
 Project Engineer for Consultant

11/7/05

 Date

 Ronald L. Shaffer
 Mayor, City of Prairie Village, KS

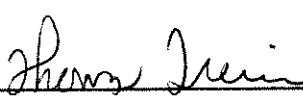
 Date



 Jake Allen, McAnany Construction, Inc.
 Project Manager for Contractor

11-8-05

 Date



 Thomas Trierens City of PV

11/10/05

CONSIDER PROJECT 190852: 2005 CRACK FILL AND SLURRY PROGRAM

Background:

The closeout of this project will occur with the approval of Construction Change Order#1. The change order is the final adjustment of the bid quantities.

Financial Impact:

The change order is for a reduction of \$1,153.09 to Musselman and Hall Contractors. The surplus funds will be transferred to Capital Infrastructure Program Street Unallocated.

Recommendation:

Staff recommends City Council approval of Construction Change Order #1 for a deduction of \$1,153.09 to the contract with Musselman and Hall Contractors.

CONSIDER PROJECT 190853: MISSION ROAD SCHOOL ZONE

Background:

The Construction Change Order #1 is to close the construction contract by making final adjustment to pay unit quantities.

Financial Impact:

The Construction Change Order #1 reduces the value of the original contract by \$1,650.00 to \$116,950.00. Upon project close out the unspent funds will be transferred to Capital Infrastructure Program Street Unallocated.

Recommendation:

Staff recommends the City Council approve Construction Change Order #1 to reduce the construction contract with Wildcat Construction by \$1,650.00.

COUNCIL COMMITTEE OF THE WHOLE

November 21, 2005

The Council Committee of the Whole met on Monday, November 21, 2005 at 6:00 p.m. The meeting was called to order by Council President Kay Wolf with the following members present: Al Herrera, Bill Griffith, Ruth Hopkins, Steve Noll, Greg Colston, Andrew Wang, Laura Wassmer, Pat Daniels, Jeff Anthony, Diana Ewy Sharp and David Belz. Staff members present: Barbara Vernon, City Administrator; Charles Grover, Chief of Police; Captain Wes Jordan; Bob Pryzby, Director of Public Works; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

COU2005-40 Consider Planning Commission Recommendation

Ken Vaughn, 5603 West 77th Terrace, Chairman of the Planning Commission reported pursuant to KSA 12-745 which empowers the Planning Commission "to employ such persons deemed necessary or contract for such services as the commission requires" the Commission directed staff to publish and send out request for proposals for the position of City Planning Consultant. Seven requests were sent to area firms with the firms of Gould Evans and Bucher Willis & Ratliff responding. On Monday, November 14th, the Planning Commission interviewed representatives from both firms.

The Commission considered the services needed by the City including planning, traffic engineering and other engineering studies as well as architectural design comments. Both firms have in-house planners. Gould Evans uses outside firms for engineering services, Bucher Willis & Ratliff has in-house engineers and architects. The immediate access to these services is valuable in expediting the review of applications.

In terms of experience, the Gould Evans staff has extensive experience and background in major project planning and development of comprehensive plans for governmental units across the country. Although some members of their staff began their careers as planners in cities, this has not been their major focus in recent years. The staff of Bucher Willis & Ratliff serves as the planning staff for several cities. They have some on-going contracts as well as assisting cities that are temporarily without a staff planner. Two members of their staff perform these services on a regular basis.

The Planning Commission expressed concern with the ability of Gould Evans staff to be responsive and timely on a day to day basis since this is not the type of work they normally do. Commission members who have worked with Gould Evans reported they were not always responsive and timely in completing projects. Past experience with Bucher Willis & Ratliff has proven them to be both responsive and timely in addressing the city's needs.

Mr. Vaughn stated the Commission unanimously selected the firm of Bucher Willis & Ratliff as the best qualified firm to serve as Planning Consultant to the City and support to the Planning Commission and city staff.

Pat Daniels asked Mr. Vaughn to comment on the other firms that were mailed a request for proposal. Mr. Vaughn stated he could not as they did not respond. Mr. Vaughn stated in his professional experience over the past 40 years, whenever he received a request for proposal for work he was interested in he responded. He confirmed the Commission followed the city's procedures for a fair and open solicitation of proposals.

Jeff Anthony asked if Commission gave any consideration to the potential conflict of interest with the firm of Bucher Willis & Ratliff. Mr. Vaughn was aware of the Council's concern; however, the Commission members did not see the on-going day to day routine review of planning applications as a conflict. Mr. Vaughn stated that, personally, if the firm was being considered for a major City sponsored redevelopment project, perhaps this would be a concern.

Diana Ewy Sharp asked if there was any consideration given to securing an in-house planner for the City. Mr. Vaughn responded there was minimal discussion of this option. He acknowledged it would be great to have in-house planning capability, but noted to provide a legitimate in-housing planning department capable of performing annually the services needed would cost in the range of \$100,000 to \$200,000. He stated the City is fortunate that either Gould Evans or Bucher Willis & Ratliff have people on staff that can serve as public employees for cities providing planning services on a consulting basis. Gould Evans has employees with former city planning experience and Bucher Willis & Ratliff provide planning services to several cities on an on-going basis.

Pat Daniels move the City Council accepts the recommendation of the Planning Commission to employ the firm of Bucher Willis & Ratliff for city Planning Consultant Services for a three year term. The motion was seconded by Al Herrera.

Bill Griffith, stated as much as he read the minutes of the Planning Commission and noted the Commission's feeling that Bucher Willis & Ratliff was clearly the most qualified candidate, he continues to be concerned with the potential conflict of interest problem and stated this process frankly is probably a good example of that in that the recommendation comes from a body that is appointed by the Mayor. He feels if you look at that from 10,000 feet you would be taken back. On the ground those people can be independent, the Council can be independent, and however, sometimes the perception of impropriety is as equal to actual impropriety. Therefore, he would like to have a better solution.

Ruth Hopkins agreed with Mr. Griffith and is extremely concerned with the potential for conflict of interest. She felt the will of the Council was not to rehire Bucher Willis & Ratliff as Planning Consultant and stated she will not support the motion and would like to see the Planning Commission reconsider its recommendation either by rebidding or hiring in-house as she is extremely uncomfortable with this solution.

Jeff Anthony agreed with previous comments stating the issue of perceived independence is as important as independence regardless of the number of legal opinions received stating there is no conflict of interest and will be voting against the motion.

Diana Ewy Sharp voiced concern that the Planning Commission is appointed by “the Mayor” and is very frustrated that she does not feel the City can continue with Ron Williamson from Bucher Willis & Ratliff as she feels he has done an excellent job for the City in the past and is expertly qualified. However, she feels it comes back as a reflection on the City Council and if Council moves forward it will not come back on the Planning Commission or the Mayor, but on the City Council. She would like a new recommendation of the Planning Commission or for the City to explore hiring in-house.

David Belz does not support the recommendation and feels he is being played. He learned from previous processes with stormwater engineering consultants that many companies may not come forward if they feel another company has a lock on the city’s business; therefore, he is not surprised the other five companies did not respond. However, the process with the Planning Commission making the recommendation he feels smacks of political cover up.

Andrew Wang, stated the Council has received a recommendation from a qualified committee of experts in the area of planning for a consultant for this post. He is bothered by the Council defining what other people perceive that hasn’t been expressed at least to him, although he has had much expressed on McCrum Park, sidewalks on Canterbury, the no smoking ordinance, either last winter when this first came up or in the past few weeks. He doesn’t think in many other issues the Council jumps to the conclusion the residents of Prairie Village are seeing something and makes it decision on how they think residents see something without any substantiating information. The City has an open process where consultants of any background can respond to a bid process, I don’t see how you turn down the overwhelming recommendation of a committee put in place to make planning decisions/recommendations for the City. I’d rather deal with perceptions when they get voiced rather than ahead of time, if anyone cares to have a perception.

Laura Wassmer agreed with Andrew – she voted last time to take a wait and see approach and personally has not seen anything come up that appears to be a conflict of interests and has not heard anything from constituents, press, voicing any concern about the use of Bucher Willis & Ratliff as the City’s Planning Consultant. It is very difficult to go against a planning commission recommendation on a fear of perception, not a reality of perception.

Pat Daniels stated he can emphasize with those who want the complete absence and appearance of impropriety. He agrees with the recommendation of the Planning Commission, who is directly impacted by the services provided as found and stated Secondly, Bucher Willis & Ratliff not only does an exceptional job working with Prairie Village, but with several other municipalities. Thirdly, as far as the conflict of interest is concerned, he does not feel his vote on the City Council is a knee-jerk reaction to the Mayor nor does he feel any council action taken in response to the recommendation of

the Planning Commission or a Planning Consultant is going to be a knee-jerk reaction. All of the Planning Commission members were appointed by the Mayor prior to his employment with Bucher Willis & Ratliff and as with all committee appointments Planning Commission appointments must be ratified by the City Council. He does not see a conflict of interest by any means.

Mr. Daniels feels the Council's sensitivity to impropriety is important, however, weighing all factors, especially as the City looks ahead to the implementation of the Village Vision process, the continuity, experience and qualifications provided by Butcher Willis & Ratliff merit the Council's support of the Planning Commission recommendation.

Council President Kay Wolf called for a vote on the motion to accept the recommendation of the Planning Commission to retain the firm of Bucher Willis & Ratliff to serve as the City's Planning Consultant for a period of three years with three one-year renewals.

The following votes were cast: "aye" Herrera, Colston, Wang, Wassmer, Daniels and Wolf and "nay" Griffith, Hopkins, Noll, Anthony, Ewy Sharp and Belz. The motion was defeated with a vote of 6 to 6.

Bill Griffith stated he felt if the City went through the bid process again the response would be different and therefore is not ready to take action on awarding the contract to Gould Evans. He feels that backing up and going out for bid again would yield the best results although he is confident that is not the action desired by either the Planning Commission or the staff.

Al Herrera asked for the value of the agreement. Mrs. Vernon responded it was \$30,000. Mr. Herrera stated he does not have a problem voting to accept the recommendation of the Planning Commission. He feels it is wrong to ask a committee to request bids, interview and make a recommendation based on qualifications and then after doing so to send it back because the Council does not like the recommendation. He feels a decision needs to be made this evening. He stated there has been no question regarding the qualifications of Bucher, Willis & Ratliff. He has not received any comments from any residents substantiating the perceived conflict. Mr. Herrera noted the agreements are technically three one year agreements that can be terminated.

Al Herrera moved the City Council accept the Planning Commission recommendation and retain the firm of Bucher Willis & Ratliff as the City's Planning Consultant for a one year agreements with the Planning Commission evaluating the service at the end of the year. The motion was seconded by Pat Daniels.

Ruth Hopkins stated the proposed motion is actually the same as the previous motion as the City Council has the right to review the agreement at the end of the year.

Jeff Anthony says the governing body has a fiduciary duty to the residents to protect the best interest of the City, which means looking down the road and anticipating both the good and bad. He acknowledged there are no problems now but what if there were problems later, how would it look. He stated he will not support this motion as the Council needs to look forward to protect its citizens.

Andrew Wang stated if the Council were to look forward and protect the best interest of the citizens it would approve an agreement with the most qualified candidate for the open position of planning consultant as recommended by our Planning Commission. He doesn't see how you are looking out for the best interest of the City if we have an open process that has been followed, you have a recommendation by committee of experts and for reasons other than the qualifications of the consultant that the Council votes that recommendation down.

Diana Ewy Sharp as a follow up to Mr. Anthony's comments, stated when the City was considering the school safety zones on Mission Road and the City received the report of the traffic safety study done by Bucher Willis & Ratliff that if the outcome had been different there could have some questions about the firm that had done the study and that is her primary concern for moving forward. She doesn't know what will happen in the future but stated "employing a firm that the Mayor is a partner of as a city leader she stated she has to be more responsible than accepting that."

Pat Daniels stated that at the very least he felt the City needed to have the assurance of continuity from January 1 to the end of the Village Vision process. We have been through a number of years with the Mayor employed by Bucher Willis & Ratliff and with Ron Williamson of Bucher Willis & Ratliff as Planning Consultant. He feels for the very least the continuity of Bucher Willis & Ratliff for the next four to six months needs to be secure. He supports a one-year agreement, but would also strongly support an agreement of a minimum of six months. He noted those speaking against this continuity have not been involved in this planning process and its importance.

Ruth Hopkins called the question, which passed by a vote of 11 to 1.

Council President restated the motion as follows: The City Council accept the Planning Commission recommendation and retain the firm of Bucher Willis & Ratliff as the City's Planning Consultant for a one year agreements with the Planning Commission evaluating the service at the end of the year.

The following votes were cast: "aye" Herrera, Colston, Wang, Wassmer, Daniels and Wolf and "nay" Griffith, Hopkins, Noll, Anthony, Ewy Sharp and Belz. The motion was defeated with a vote of 6 to 6.

Laura Wassmer moved the City Council extend the agreement with Bucher Willis & Ratliff to provide City Planning Services through June 1, 2006. The motion was seconded by Pat Daniels.

The following votes were cast: “aye” Herrera, Colston, Wang, Wassmer, Daniels and Wolf and “nay” Griffith, Hopkins, Noll, Anthony, Ewy Sharp and Belz. The motion was defeated with a vote of 6 to 6.

Jeff Anthony moved to City Council return the process the Planning Commission to resend out requests for proposal and communicate with the seven initial the action of the City Council. The motion was seconded by David Belz. Ruth Hopkins asked if part of that direction could be the consideration of an in-house planner. She acknowledged the financial restraints of a full time planner, but felt the possibility of a part-time planner or a shared planner with another municipality would be financially possible. The amendment was accepted.

Council President Kay Wolf asked for a vote on the following motion:

**RECOMMEND THE CITY COUNCIL RETURN THE PLANNING
CONSULTANT SELECTION PROCESSTO THE PLANNING
COMMISSION WITH DIRECTION TO RE-SEND REQUESTS FOR
PROPOSALS TO THE SEVEN INITIAL FIRMS AND TO CONSIDER
THE HIRING OF AN IN-HOUSE PLANNER.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Barbara Vernon noted the agreement with Bucher Willis & Ratliff expires on December 31, 2005 and how planning advisory services to staff and the Planning Commission would be handled after that time.

Recognizing the constraints of the December 31st termination of the Contract with Bucher Willis & Ratliff, Bill Griffith made the following motion, which was seconded by Ruth Hopkins and passed unanimously:

**RECOMMEND THE CITY COUNCIL DIRECT STAFF TO
CONTRACT WITH BUCHER WILLIS & RATLIFF TO PROVIDE
PLANNING CONSULTANT SERVICES ON AN INTERIM BASIS
UNTIL A NEW PLANNING CONSULTANT IS HIRED
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2005-41 Consider 2006 Salary Ordinance

Doug Luther reviewed the process for the establishment of salary ranges for city positions as established by Council Policy #110. The ranges establish and minimum and maximum pay level for the 29 salary classification within the City.

Annually, staff reviews City salary ranges for comparability and competitiveness with other local governments in Johnson County. The salary ranges for 2006, as in the past,

have been established at levels where the minimum and maximum ranges for classifications in Prairie Village are at or above the median of other Johnson County municipalities as reported in the "Salary & Fringe Benefit Survey of Local Governments" conducted by the Mid America Regional Council (MARC).

Mr. Luther stressed the establishment of a salary range does not automatically increase the wage/salary of an individual employee, unless the employee's current wage/salary would fall below the minimum of the new range. He noted under the proposed ranges, eight employees, in five position classifications, would require salary increases to reach the minimum of the range for his/her position. Department Heads have determined all increases can be absorbed with funds currently budgeted for 2006 and will not require the use of Contingency Reserves.

As Council is aware, the City has retained a consulting firm to conduct a comprehensive compensation and benefits analysis. While the results of this analysis may result in changes to salary ranges, they will not be completed in time to incorporate the changes, if any, into the 2006 salary ranges.

Bill Griffith made the following motion, which was seconded by Laura Wassmer and passed unanimously:

**RECOMMEND THE CITY COUNCIL ADOPT AN ORDINANCE
ESTABLISHING THE 2006 SALARY ORDINANCE AS PROPOSED
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Jeff Anthony stated he feels the review of compensation is a long-term need and that the city needs to establish a permanent salary and compensation committee to include Council members, outside consultants and staff.

COU2005-26 Consider Automated Council Packets

Prior to each Council meeting, elected officials receive a meeting packet containing agendas, briefing materials, minutes from advisory committee meetings and other supporting information which will be considered during the Council/Committee meeting. These packets are copied and assembled by the City Clerk's staff and delivered to elected officials' homes by a Police Officer.

The preparation and distribution of Council packets requires a significant amount of both time and materials. The creation of each packet takes approximately eight hours of staff time and nearly 4,500 sheets of paper. During the course of one year, preparing and distributing Council packets costs approximately \$5,500.

Over the past few years several cities (City of Lenexa, City of Mission as well Johnson County Commission) have instituted "paperless packet" systems to electronically

distribute meeting packets to elected officials and make these materials more accessible to the public by posting meeting packets on government web sites. Other cities have found the efficiency gained from "paperless packets" comes in the preparation and assembly time required.

Mr. Luther stated the efficiency of paperless packets comes in the preparation and assembly time. Using the assumption that to receive the packet electronically, going to automated council packets will not result costs savings. Efficiencies gained are in time needed to prepare and distribute the packet. There is a cost savings for the cost of paper.

Mr. Luther reviewed the first year start up costs of \$31,075 based on the assumption that every elected official receives the necessary hardware, software, \$25/month stipend for internet access. However, the internet connection cost (\$4225) is basically a wash from the current cost incurred for fax line service. Noting that there are times that Council members will want something printed, the costs include the cost of a printer both at the Councilmember's home and one printer in the Council Chamber.

Recurring costs include internet access fees, software fees, four-year replacement for hardware total \$9,750 for a yearly cost savings of \$4,633. The total recurring cost, including start-up costs, is an increase in cost of \$5,117.25. Mr. Luther reviewed how a paperless packet would appear, noting that on a pilot program Andrew Wang and Steve Noll as well as city staff have been receiving "paperless packets". The major problem encountered to date is the size of packets ranging from 3 to 10 megabytes. However, the packets can be easily downloaded with a broadband internet connection. Mr. Luther noted a potential benefit would be the ability to store "paperless packets". The packet can be saved on desk top or burned onto a CD as options for saving former packets.

Mr. Luther confirmed the cost for this has not been included in the City's budget it was an item that the Council wanted staff to explore and is being presented for information. The primary cost for implementation is the cost of providing notebook pc's to elected officials.

Bill Griffith asked if there would be a problem with software licenses etc., if Council members used equipment they already had. He would like to see a melding of personal equipment with city-equipment where possible. Mr. Luther stated elected officials could access meeting packets with any PC and Internet Connection.

Mr. Griffith asked the current status of the 2005 contingency fund and what was budgeted for 2006. Mrs. Vernon responded \$125,000 left for 2005 with \$700,000 budgeted for 2006. Mr. Griffith asked if it appeared that city expenditures for 2005 were expected to come in over or under budget. Mrs. Vernon responded expectations are for 2005 are to come in under budget. Mr. Griffith noted he felt this would be most beneficial for the City Clerk as it is her staff's time that is taken for the assembly of packets.

Diana Ewy Sharp how long packets would be retained on the website. Mr. Luther stated the packet could be downloaded from the website and kept on her desktop. Mrs. Sharp asked if the notebooks could be kept at City Hall. Mr. Luther noted the other benefits of the computer such as accessing e-mail and would feel it is more beneficial than reading Council packets. He recommended elected officials keep the notebook pc at their homes and bring them to council meetings.

Jeff Anthony asked if it would be possible to provide packet via cd rom. Mr. Luther stated this would be possible; however, the CD would still need to be delivered to the council members' homes. Steve Noll confirmed the pc's would be recorded on the City's fixed assets and would be covered by the City's insurance.

David Belz asked if there are any cities that did automated packets and stopped doing them. Mr. Luther responded Merriam did them as a pilot for a short period of time. Mr. Belz asked if this would allow portions of the packet to be available earlier. Mr. Luther reminded Council the efficiency of automated packets comes from the assembly process of assembling the entire packet only once after everything was ready. Electronic packets would be delivered electronically using the current schedule.

Laura Wassmer noted the Council has been talking about this for six years and she feels it is time to move forward from the storage standpoint alone, noting she has eight years of paper packets at her house.

Diana Ewy Sharp made the following motion, which was seconded by Laura Wassmer and passed :

RECOMMEND THE CITY COUNCIL DIRECT STAFF TO PROCEED WITH THE IMPLEMENTATION OF A "PAPERLESS PACKET SYSTEM"

Jeff Anthony stated he supports the motion but doesn't feel the city needs to invest in hardware.

Ruth Hopkins stated she does not have the computer capability to accommodate receipt of paperless packets.

Greg Colston suggested staff find out what hardware is needed by Council members and so as not to purchase equipment that is not needed.

Jeff Anthony asked where the funding would come from. Diana Ewy Sharp agreed to amend the motion to include funding from the 2005 funds.

Pat Daniels suggested based on the possible change of Council members in April that it become effective April or May 1st. Mr. Griffith felt this was not necessary as the equipment would simply move if move to the new council representative as fax machines do now. He supports funding from 2005 as there is more certainty in the 2005 budget

than in 2006. Doug stated he does not feel it could be implemented in 2005 but stated funds could be encumbered from the 2005 contingency.

Mr. Luther stated the first step would be to determine what is needed for hardware.

Andrew Wang agreed with Mr. Anthony regarding the expense of hardware and software for all Council members and feels the program could be implemented at a cost of less than \$31,075; however, if the other Council members don't share that concern he will support the motion.

Bill Griffith noted that the estimated cost of \$31,075 can be encumbered and if costs are less the remaining funds would be returned to the general fund.

Council President Kay Wolf called for a vote on the motion as amended as follows:

RECOMMEND THE CITY COUNCIL DIRECT STAFF TO PROCEED WITH THE IMPLEMENTATION OF A PAPERLESS PACKET SYSTEM WITH THE PURCHASE OF NOTEBOOK PCS AND RELATED HARDWARE TO BE ADMINISTERED IN THE MOST EFFECTIVE MANNER WITH FUNDING FROM THE 2005 GENERAL CONTINGENCY FUND BUDGET

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

The motion was passed unanimously.

COU2005-36 Consider 2006 Budget Process and 2007 Plan

Barbara Vernon reviewed a proposed calendar for consideration of the 2007 budget based on the 2006 budget process. The calendar called for initial presentation of the Capital Equipment budget in February at a Council Committee meeting with public works capital projects presented at the April Council Committee meeting. The Public Safety and Public Works Department budgets will be presented at a special meeting held on May 8th with the remaining department budgets presented at the May 15th Council Committee meeting. Several alternative meeting dates were identified for meetings if needed.

Ruth Hopkins stated she would like to see the Department Heads included in the Council Work session held in January.

Laura Wassmer would like to have the major portion of budget discussions handled during regularly scheduled meetings.

Bill Griffith asked if discussing the budget during the Council Committee of the Whole meetings tied the hands of the Council to consider other items. Barbara Vernon stated it has not been a problem during the past two years, but noted if issues arose that needed

discussion by the Council Committee of the Whole, the calendar could be revised using the alternative meeting dates for budget discussions. In the past staff has brought items needing discussion through the Legislative/Finance and Policy/Services Committees.

Ruth Hopkins noted that several good ideas were discussed at the Council Work session and without any further action taken or discussion held by the Council. She would like to see more general discussion of items after Council meetings as time allows.

Bill Griffith made the following motion, which was seconded by Laura Wassmer and passed by a majority vote of 11 to 1 with Diana Ewy Sharp voting "nay":

**RECOMMEND THE CITY COUNCIL APPROVE THE PROPOSED
CALENDAR FOR CONSIDERATION OF THE 2007 BUDGET FOR
THE CITY OF PRAIRIE VILLAGE FOLLOWING THE FORMAT
USED IN THE CREATION OF THE 2006 BUDGET
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

With no further business to come before the Committee, Council President Kay Wolf adjourned the meeting at 7:15 p.m.

Kay Wolf
Council President

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 2 ENTITLED "ADMINISTRATION AND PERSONNEL" AND CHAPTER 2.16 ENTITLED "APPOINTIVE OFFICERS AND EMPLOYEES" OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 1973, BY REPEALING ORDINANCE NO. 2067 AND SECTION 2.16.015 ENTITLED "COMPENSATION GENERALLY" AND ENACTING IN LIEU THEREOF A NEW SECTION OF LIKE NUMBER AND SUBJECT.

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

Section I

Title 2 of the Prairie Village Municipal Code, 1973, entitled "Administration and Personnel" and Chapter 2.16 entitled "Appointive Officers and Employees" are hereby amended repealing Ordinance No. 2067 and Section 2.16.015 entitled "Compensation Generally".

Section II

A new Section 2.16.015 is hereby enacted to read as follows:

2.16.15 Compensation generally.

The elected officers, appointive officers and employees of the city shall be compensated within the salary ranges provided in this section. The amount of compensation shall be fixed by the Governing Body in accordance with personnel procedures as adopted by the Governing Body from time to time, provided, however, that the salaries and compensation during calendar year 2006 shall be within and determined by the following ranges:

	RANGES BY MONTH	
	<u>Minimum</u>	<u>Maximum</u>
000 ADMINISTRATIVE		
Administrative Support Specialist	2,350	3,450
Management Assistant	2,950	4,400
Office Manager	2,750	3,850
Code Enforcement Officer	2,700	3,850
Building Inspector	2,850	4,250
Human Resources Specialist	3,350	4,800
Court Administrator	3,450	5,100
Building Official	3,850	5,400
City Clerk	3,850	5,650
Finance Director	5,400	8,300
Assistant City Administrator	5,800	7,650
City Administrator	7,400	9,100
100 PUBLIC WORKS		
Laborer	1,950	2,100
Maintenance Worker	2,100	2,700
Senior Maintenance Worker	2,700	3,600
Crew Leader	2,800	4,100
Mechanic	2,500	3,550
Construction Inspector	2,800	4,300
Field Superintendent	3,100	4,400
Manager of Engineering Services	4,200	6,250
Public Works Director	6,000	8,200
200 PUBLIC SAFETY		
Community Service Officer	2,550	3,550
Dispatcher	2,750	4,000
Communications Supervisor	3,300	4,800
Police Officer	2,850	4,350
Police Corporal	3,535	4,950
Police Sergeant	4,000	5,500
Police Captain	4,950	7,450
Police Chief	6,000	8,400

Seasonal/Part-time Employees – Seasonal Part-time Employees shall be compensated as follows:

<u>Hourly Personnel</u>	<u>Minimum Hourly</u>	<u>Maximum Hourly</u>
Seasonal Worker	8.00	12.00
Tennis Assistant	8.00	17.00
Concession Stand Worker	5.50	7.25
Clerical Assistant	8.50	12.50
Assistant Pool Manager	9.00	15.00
Bailiff	10.00	12.00

<u>Non-hourly Personnel</u>	<u>Minimum/session</u>	<u>Maximum/session</u>
Swim/Dive Coaches	2,000	5,500
Synchronized Coaches	1,000	1,800
Assistant Coaches	650	1,100
School Crossing Guards	10.23	10.23
Pool Manager	9,000	18,500

Employee/Consultant

A person may be compensated in a category defined as “independent contractor consultant”. The rate of pay and other terms of employment for an individual in this category will be established and approved by the City Council.

Part-time Appointed Officials – Part-time appointed officials shall be compensated as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Municipal Judge(s) (monthly)	\$1,100	\$1,500
City Attorney (monthly)	120	160
City Attorney (hourly)	100	150
Assistant City Attorney (hourly)	100	125
City Prosecutor (monthly)	1,500	1,800
City Prosecutor (hourly)	95	110
Treasurer	325	406

Section III

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

PASSED AND APPROVED THIS ___ DAY OF _____, 200_.

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy
City Clerk

Charles E. Wetzler
City Attorney

ACTION REQUESTED
12/05/2005

From Policy/Services Committee – Steve Noll

POL2004-14 Consider Project 190709: 83rd Street, Somerset Drainage

RECOMMEND THE CITY COUNCIL AUTHORIZE THE PUBLIC WORKS DIRECTOR TO REQUEST A WAIVER OF THE 7-INCH WATER OVER A STREET REQUIREMENT FROM SMAC FOR PROJECT 190709 AND NOT REQUEST ANY ADDITIONAL FUNDING.

POL2004-13 Consider Project 190708: Tomahawk Road Drainage Project

RECOMMEND THE CITY COUNCIL AUTHORIZE THE PUBLIC WORKS DIRECTOR TO REQUEST ADDITIONAL FUNDING OF \$1,200.00 FOR PROJECT 190708: TOMAHAWK ROAD DRAINAGE PROJECT

POL2005-20 Consider 2005 Traffic Consultant Agreement

RECOMMEND THE CITY COUNCIL APPROVE THE 2005 TRAFFIC CONSULTANT AGREEMENT WITH TRANSYSTEMS CORPORATION USING PUBLIC SAFETY DEPARTMENT 2005 BUDGET FUNDS OF \$40,652 FOR TASK 1 AND TASK 2; AND PUBLIC WORKS DEPARTMENT 2005 BUDGET FUNDS OF \$9,534.00 FOR TASK 3

POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program

RECOMMEND THE CITY COUNCIL APPROVE THE DRAINAGE CONSULTANT AGREEMENT WITH URS CORPORATION FOR \$16,700 USING FUNDS IN THE CAPITAL INFRASTRUCTURE PROGRAM PROJECT: 190717

ADA Hearing Information

1. Original Complaint
2. ADA Coordinator Response
3. Appeal of Response
4. Coordination of Time for Appeal
5. New Complaint
6. Meeting Notice
7. Hearing Notes
8. Appeal Board Decision
9. Confirmation of Delivery – Appeal Board Decision
10. Notice of Appeal to City Council
11. Notification of Appeal Hearing Date

From: james olenick [jrolenick@worldnet.att.net]

Date: Tuesday, August 02, 2005 11:00 AM

To: bob pryzby

paulterry

Subject: skate park and ada reports

I'm impressed by the way the sidewalk rebuilding is going with the new texture close to the street.

Just bring 2 items to your attention

Bob and I have not received the semi annual report since last July, has the city council changed their orders to provide said document?

There is no access for wheelchairs to the skate park. There is none, no curb cuts, no smooth surface leading to the concrete play area, the gravel path is I hope temporary, if not then it effectively blocks access. Till such time this play area is accessible to all individuals who wish to use it, it must close. I am very disappointed that the city would open a park and purposely make it inaccessible to wheelchair users. I will have a video team documenting this as of today or tomorrow.

Bob has not gone away so you cannot go back to the old ways.

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1

August 25, 2005

Mr. James Olenick
4114 West 74th Street
Prairie Village, KS 66208-2945

Re: Issues dated 2005-08-02

Dear Mr. Olenick:

Issue #1: There are not curb cuts, no smooth surface leading to the concrete play area.

Response: The skate park at Harmon Park is presently under construction and is not complete. A concrete entrance from an accessible parking space will be constructed when all construction activities are completed in the area where the accessible entrance will be installed.

Issue #2: There are no accessible parking spaces anywhere near the skate park.

Response: An accessible parking space will be painted as part of the traffic painting contract.

2

Issue #3: Request the semi-annual ADA Coordinator Report has been received since last July.

Response: I mailed a copy of the July to December 2004 and the January to June 2005 late last week.

Issue #4: Close the skate park until skate area is accessible to all individuals.

Response: Most construction projects provide interim public use of projects as construction permits and the request is denied.

Sincerely,

S. Robert Pryzby
Coordinator for American with Disabilities Act

cc: Barbara Vernon, City Administrator

From: james olenick [jrolenick@worldnet.att.net]
Sent: Tuesday, August 30, 2005 4:30 PM
To: Bob Pryzby
Cc: paulterry
Subject: ada skate park concerns

Deal each of your findings to the next level, the ada grievance/compliance committee.

Do not find your findings to be oppressive and discriminatory to those who are required to use wheels to live their lives in favor of those who choose to skate.

This e-mail message is intended only for the personal use of the recipient(s) named above. If you are not an intended recipient, you may not review, copy or distribute this message.

3

September 8, 2005

Mr. James Olenick
4114 West 74th Street
Prairie Village, KS 66208-2945

Re: Issues dated 2005-08-02

Dear Mr. Olenick:

I have been trying to arrange a time and date for hearing your appeal. Because of vacations for members of the ADA Compliance Committee, I am unable to schedule a meeting within the allotted 30 days.

I am able to offer two dates – October 19 or October 20 at 4 PM at City Hall. Please advise me which date is acceptable to you.

Sincerely,

S. Robert Pryzby
Director of Public Works

cc: Barbara Vernon, City Administrator
Charles Grover, Police Chief
Nic Sanders, Human Resources
Charles Wetzler, City Attorney

4

From: james olenick [jrolenick@worldnet.att.net]

Date: Friday, September 30, 2005 8:56 AM

To: Bob Pryzby

Cc: paulterry

Subject: Fw: ada skate park concerns

For 30 days are about up to schedule my appeal of your finding concerning the skate park.

Original Message -----

From: james olenick

To: Bob Pryzby

Date: Friday, September 02, 2005 10:20 AM

Subject: Re: ada skate park concerns

Wednesday or Thursday 9/7,8/05

after 10a

Original Message -----

From: Bob Pryzby

To: 'james olenick'

Date: Thursday, September 01, 2005 3:17 PM

Subject: RE: ada skate park concerns

What days and times are best for you?

Bob Pryzby

From: james olenick [mailto:jrolenick@worldnet.att.net]

Date: Tuesday, August 30, 2005 4:30 PM

To: Bob Pryzby

Cc: paulterry

Subject: ada skate park concerns

appeal each of your findings to the next level, the ada grievance/compliance committee.

find your findings to be oppressive and discriminatory to those who are required to use wheels to live their lives in favor of those who choose to skate.

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From: james olenick [jrolenick@worldnet.att.net]

Sent: Monday, October 03, 2005 9:04 AM

To: Bob Pryzby

Subject: notification

I was not officially notified within the 30 period prescribed in the city's ADA policy and wish to make it part of a complaint.

As I was unable to meet on the dates provided, I indicated in my email to you I prefer tuesday or thursday mornings. Please schedule accordingly.

This e-mail message is intended only for the personal use of the recipient(s) named above. If you are not an intended recipient, you may not review, copy or distribute this message.

5

From: james olenick [jrolenick@worldnet.att.net]
Date: Monday, October 03, 2005 5:07 PM
Bob Pryzby
Subject: Re: notification
eved

----- Original Message -----

From: Bob Pryzby
To: 'james olenick'
Date: Monday, October 03, 2005 5:01 PM
Subject: RE: notification

Mr. Olenick,
The ADA Committee Meeting for your appeal has been scheduled for Thursday, October 20, 2005 at 9:30am, per your request. The meeting will take place at the Municipal Offices located at 7700 Mission Road in the Multi-Purpose Room. Please reply to acknowledge receipt of this communication.

Luzanne Lownes
Office Manager

Bob Pryzby

From: james olenick [mailto:jrolenick@worldnet.att.net]
Date: Monday, October 03, 2005 9:04 AM
To: Bob Pryzby
Subject: notification

I was not officially notified within the 30 period prescribed in the city's ADA policy and wish to make it part of my complaint.

I am unable to meet on the dates provided, I indicated in my email to you I prefer tuesday or thursday mornings. Please schedule accordingly.

This e-mail message is intended only for the personal use of the recipient(s) named above. If you are not an intended recipient, you may not review, copy or distribute this message.

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ADA Hearing

October 20, 2005 9:30 am

Barbara Vernon opened the meeting with an introduction of those present: herself, Bob Pryzby, Doug Luther, Chief Grover, Rebecca King, Lauren Claas, Mr. James Olenick.

Barbara stated that the meeting would proceed issue by issue.

Mr. Olenick asked a question concerning all issues:
"Would the city let a church open if it wasn't up to code?"

Barbara responded that this did not appear as an issue for this meeting and that she would request proceeding issue by issue.

Mr. Olenick stated that as far as Issues 1 and 2 go, the park is not up to code.

Mr. Olenick stated that he has dropped his appeal on Issue 3.

Mr. Olenick stated for Issue 4 that the skate park is not up to code. He asked why it was open if this was the case. He stated that he understood the reason the park was opened in June and that he made his complaint in August, but why is the problem still not resolved by late August? James asked why the city thinks it can exclude itself from codes? If it were a church, school, or

7

business, the city would not allow them to open unless they were up to code.

Barbara asked the committee if there were any questions.

There were no questions.

Barbara stated that the committee will discuss the appeals and get a response to Mr. Olenick.

The hearing was closed.

Mr. James Olenick
4114 West 74th Street
Prairie Village, Kansas 66208-2945

Re: Appeal of Skate Park Issues

Dear Mr. Olenick:

This letter will serve as the ADA Compliance Committee's decision on your appeal of the ADA Coordinator's response to your complaint about the accessibility of the skate park sent to Mr. Pryzby on August 2, 2005.

Appeal Request: Your complaint asserts four (4) issues:

1. No curb cuts or smooth surfaces leading to the concrete play area.
2. No accessible parking spaces anywhere near the skate park.
3. Request for the semi-annual ADA Coordinator Report.
4. Close the skate park until skate area is accessible to all individuals.



At the hearing, you indicated that you received a copy of the semi-annual ADA Coordinator Report after your complaint of August 2, 2005, and you, therefore, abandoned your appeal of Issue #3. You also indicated that the remaining issues could be consolidated into one request—that the skate park be closed until it is fully accessible to all members of the public.

Decision: This request is denied.

Reasons for Decision: Members of the ADA Compliance Committee investigated the circumstances surrounding the construction and accessibility of the skate park. From this investigation, it was determined that, at the time of your complaint the skate park was under construction. By the time of the hearing, construction at the skate park had been substantially completed, one of the shade structures will be installed in the near future. All of the accessibility issues identified by your complaint were addressed in the planning of the skate park and were implemented as part of the completion of the project. As the issues raised in your complaint have been addressed and implemented, your request for closure of the skate park is moot and, therefore, denied.

If you are not satisfied with the outcome of this appeal, pursuant to Council Policy No. 001, you have the right to request, within 30 calendar days of this written decision,

a hearing by the City Council. Please submit any such request to me and I will have the appeal scheduled within the time allowed by Council Policy No. 001.

Sincerely,

Barbara Vernon
City Administrator

cc: Bob Pryzby, ADA Coordinator
Charles F. Grover, Chief of Police
Rebecca J. King, City Attorney representative
Doug Luther, Assistant City Administrator

m: Barbara Vernon [bvernon@pvkansas.com]

t: Monday, November 28, 2005 11:17 AM

'Bob Pryzby'

ject: Olenick receipt

receipt is dated November 4, 2005

9

From: james olenick [jrolenick@worldnet.att.net]

Date: Tuesday, November 22, 2005 8:28 AM

To: Bob Pryzby

Subject: appeal

Request to appeal the findings of the ADA committee to the City Council

This e-mail message is intended only for the personal use of the recipient(s) named above. If you are not the intended recipient, you may not review, copy or distribute this message.

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November 28, 2005

Mr. James Olenick
4114 West 74th Street
Prairie Village, KS 66208-2945

Re: Notice of City Council Hearing on December 5, 2005

Dear Mr. Olenick:

Your appeal of the ADA Compliance Committee decision relative to the Skate Facility at Harmon Park has been scheduled for the regular City Council meeting on December 5, 2005, which begins at 7:30 PM.

Sincerely,

S. Robert Pryzby
Director of Public Works

cc: Barbara Vernon, City Administrator

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Memo

To: Council members

From: Barbara Vernon *bjv*

Subject: President of the Council

Date: December 1, 2005

.When the President of the Council is not available to serve as chair of the Council Committee or to serve as Mayor Pro-tem, the elected official who was the President the previous year is given that responsibility.

Charlie Wetzler thinks that procedure is not appropriate when the President resigns particularly when that position will be available for several months. He recommends the City Council elect a new Council President to serve through April, 2006.

Election of a Council President has been listed for action under New Business for the December 5th meeting.

MAYOR'S ANNOUNCEMENTS

Monday, December 5, 2005

Committee meetings scheduled for the next two weeks include:

Planning Commission	12/06/2005	7:00 p.m.
Tree Board	12/07/2005	6:00 p.m.
Park & Recreation Committee	12/14/2005	7:00 p.m.
Council Committee of the Whole	12/19/2005	6:00 p.m.
City Council	12/19/2005	7:30 p.m.

The Prairie Village Arts Council is pleased to feature a photography exhibit by Julie Johnson in the R.G. Endres Gallery during the month of December. The opening reception will be held on December 9th, from 6:30 – 7:30 p.m.

Prairie Village Gift Cards are now on sale at the Municipal Building. This is a great way to encourage others to “Shop Prairie Village”

Donations to the Mayor's Holiday Tree Fund are being taken. The funds will be utilized in assisting Prairie Village families and Senior Citizens needing help to pay their heating and electric bills during the cold winter months, as well as with home maintenance throughout the year. Your tax-deductible contributions are appreciated. As of December 1st, \$5,459 has been collected.

The Council of Mayors Holiday Dinner will be held on Tuesday, December 13th, contact Barbara or Lauren if you plan to attend.

Mark your calendar for the Employee Award/Holiday Celebration on Wednesday December 14 at noon in the MPR. Mayor and Council Members will need to be present to hand out promotion and tenure awards.

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

INFORMATIONAL ITEMS
December 5, 2005

1. City Administrator Report – December 1, 2005
2. Planning Commission Agenda – December 6, 2005
3. PV Arts Council Minutes – November 16, 2005
4. Mark your Calendar
5. Council Committee Agenda
6. Employee Noteworthy, December 2005

CITY ADMINISTRATOR'S REPORT
December 1, 2005

Financial Incentives

Several weeks ago the Mayor received a request for information under the Open Records Act. An Overland Park resident is preparing a comparison of financial incentives in effect during 2004 in various cities. In order to get all of the information necessary to complete the project, I reviewed several files and old records. It was an interesting project.

During the next few years the Council may face more requests for financial incentives so I thought it would be informative to review the ones Prairie Village Governing Body members have adopted in the past.

Payless Grocery. The first "financial incentive" was approved for Payless Grocery (now Hen House) to build a new grocery store in Corinth Square. For those of you who were not in the City before 1983, their first store was on the northwest corner of the square, where Mely's, Jewelry Arts and several other adjoining shops are now located. They requested, and were granted, Industrial Revenue Bonds (IRB) of \$3.5 million for the building and equipment. The bonds were paid in full when Hen House purchased the store.

IRB bonds are issued in the City's name but do not expose the City to potential liability if the company defaults on the bonds. These bonds allow a company to receive a lower interest rate than they would receive as a corporate entity and they are able to avoid some other fees because the building is technically constructed and owned by the City.

Office Condominium In 1985, Tom Leathers asked the City to issue Industrial Revenue Bonds of \$550,000 for construction of the office condominium project just east of the Reece Nichols building at 75th Street and Mission Road. The same arrangement and benefits accrued to this project. Those bonds are no longer outstanding.

Apartment complex Also in 1985, the J.C. Nichols Company constructed the apartment complex on the northeast corner of Mission Road at 83rd Street. Industrial Revenue Bonds of \$4.5 million were used to finance that project. As a condition of the approval of the Special Use Permit and Bonds, the company was required to maintain a few units for Section 8 qualified individuals to lease. The property has changed operators more than once but the total bond issue will mature in 2015.

Office Building Later in 1985, Lockton Insurance Company requested Industrial Revenue Bonds to construct their building at 75th Street and State Line. This bond issue, which was issued for \$4,150,000, has a balance of \$2.5 million. This issue will also mature in 2015.

Retirement Community In 1992 Life Care Services Corp. came to the City with a request for a Special Use Permit to build Claridge Court at Somerset and Mission Road and for Industrial Revenue Bonds of \$40.7 million to finance the project. The size and scope of this project far exceeded the ones adopted in the past. Additionally, there was some indication that this facility

could become a not-for-profit operation not required to pay property taxes for services provided by the City. In the previous situations the City had charged applicants for all legal, publication and other costs incurred for issuance of the IRB's, but no additional fees for administrative and other costs. The Special Use Permit issued for this facility authorized the use, the issuance of Industrial Revenue Bonds, a fee for service if the facility became not-for-profit and payment of a one time IRB initiation fee of \$80,000 to be used for economic development by the City. The facility, which opened in 1994, was approved for tax free status. The bonds currently have a balance due of \$9.1 million with a maturity date of 2023.

In 1995 the Council adopted two policies which established guidelines for future applications for financial incentives. A fee of 0.02% of the total bond issue is required for issuance of Prairie Village Industrial Revenue Bonds plus payment of direct costs.

Assisted Living Center The City's only TIF (Tax Increment Financing) project was used for the Brighton Gardens project in 1996. Before the redevelopment, the property was a cul-de-sac with thirteen homes, six of which were rental properties. Some of the homes had frequent code violations, most were very small with no basements. Immediately prior to the redevelopment project, five of the houses were for sale at the same time. Total property tax collected for those properties was \$14,976, the City received approximately \$2,500 of the total taxes collected on the thirteen properties annually.

Based on the age and condition of the properties, the entire area qualified as a Redevelopment District eligible for TIF financing. Initially, the facility was to be valued at \$10 million which would have increased the total property tax by over \$130,000 and the City's portion by more than \$21,000 annually. After many long meetings, the TIF was approved. The developer received approximately \$571,800 for redevelopment costs which included \$500,000 for unusual costs related to land acquisition and demolition (total cost was \$1.7 million) and \$71,800 for improvements required to the City street (Mission Rd.). The City costs of approximately \$30,000 were also paid through the tax increment.

The property is currently valued at more than \$12 million. The TIF was paid in full this year which means the City's revenue from the total property tax on that facility will increase \$21,600 in 2006 and annually into the future.

In 1998 the Council adopted guidelines for financial assistance to be considered before approving financial incentives.

Office building In 2001 the Council approved a taxable IRB of \$4.5 million and a tax abatement plan for redevelopment on 75th Street between Reinhardt and Pawnee. For several years this property had an abandoned gas station and an abandoned house, both of which were in bad condition with frequent code violations. The value of the land and improvements prior to redevelopment was \$375,000. The current value is \$2.9 million.

These financing incentives were approved because the owner was required by the City to invest more than the normal amount for acquisition, demolition, additional landscaping, parking, stormwater detention and to elevate the structure to make it compatible with adjacent residential areas. The abatement will be equal to 80% of the property tax for five years beginning in 2004, and 50% of the tax for the next five years, ending in 2013.

Prior to the redevelopment, the City's tax revenue from this property was \$799 annually. This year the City received \$2,333 in property tax revenue from this redeveloped property. The City also receives other revenue from utilities used in the building, sales tax from purchases made in the City by employees in the building and the benefit of having a development that significantly improves the image of one of the City's major arterial streets.

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, DECEMBER 6, 2005
Council Chamber
7:00 P. M.**

- I. **ROLL CALL**
- II. **APPROVAL OF PC MINUTES – November 1, 2005**
- III. **NON-PUBLIC HEARINGS**
 - PC2005-119 **Request for Building Line Modification**
8361 Delmar
Zoning: R-1a
Applicant: Jim Andrews for Chris Bowmaster
 - PC2005-120 **Site Plan Review – New canopy & fascia**
Phillips 66 Station
9440 Mission Road
Applicant: Kathleen Warman, Warman Design Group
 - PC2005-121 **Sign Approval**
3500 West 75th Street
Zoning: C-0
Applicant: Steven Chellgren
- IV. **PUBLIC HEARINGS**
 - PC2005-05 **Request for Special Use Permit for Wireless Antenna & Equipment Building**
Southwest Corner 69th Terrace & Roe
Zoning: R-1a
Applicant: Selective Site Consultants, Trevor Wood
- V. **OTHER BUSINESS**
- 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

Prairie Village Arts Council
Wednesday, 16 November, 2005
Minutes

The Prairie Village Arts Council met at 6:00 pm in the City Council Chambers. Members present: Randy Kronblad, Chair, David Belz, Pat Clothier, Annie Brabson, Jan Marsh, Inge Dugan, Bob Endres, Don Church, and Susan Webb. Also present: Doug Luther and Donna Potts.

Exhibit Application - Pat Deeter

Committee members reviewed and approved an exhibit application from Pat Deeter to display in the R. G. Endres Gallery during 2006.

Council Report

Mr. Belz reported that the Park & Recreation Committee is making plans to update and replace entry markers throughout the City. He suggested that members from the Arts Council serve on a sub-committee to assist with the design of new entry markers. Mr. Endres volunteered to serve on the committee. Committee members suggested Bill Rose as another sub-committee members. Mr. Belz said he would contact Mr. Rose.

2006 Budget Worksession

Mr. Luther reported that the City Council has allocated \$8,000 in the 2006 annual budget for the Arts Council. In addition to these funds, the Arts Council also has access to funds in the Municipal Foundation. In total, the Arts Council will begin 2006 with approximately \$14,900 at its disposal.

Whispering Prairie Press

Committee members agreed to continue to provide a \$100 contribution to Whispering Prairie Press in 2006.

Shooting Stars Program

Committee members discussed continued sponsorship of the Shooting Stars scholarship program. In prior years the Arts Council has contributed \$500 with funds from the Municipal Foundation. Mr. Endres explained that the program provides scholarships to students in Johnson County to further their participation in the arts.

Committee members felt the Arts Council should increase its participation in this program. Committee members agreed to contribute \$1,000 to the Shooting Stars program in 2006 with funds from the Municipal Foundation.

Prairie Village Art Show

Mrs. Potts reported that 2006 will be the 50th Anniversary of the Prairie Village Art Show. For the past several years the Arts Council has provided hospitality for the artists, which has been very well received. She asked the Arts Council to continue this program for 2006. She also asked that participation in the Art Show be increased next year.

Committee members said they would like the Art Show to be a major community event. Mr. Luther said \$1,000 was added to the Arts Council's 2006 budget in anticipation of increased participation in the Art Show.

Committee members discussed several ways additional support could be provided. Ideas included: increasing prize money, sponsoring a concert, or a special children's activity. Committee members agreed that a specific project did not need to be identified at this meeting, but establishing a financial commitment to the Art Show would be useful.

After discussion, committee members agreed to budget \$1,800 for participation in the 2006 Prairie Village Art Show.

Art Purchases

Committee members agreed to budget \$500 for art purchases in 2006.

Fundraising

Mr. Luther noted that the \$1,000 contribution to the Shooting Stars program will nearly deplete the donations account in the Municipal Foundation. He suggested the Arts Council develop methods to maintain a balance in this fund to provide funding for recurring programs such as the Shooting Stars scholarship.

Committee members identified possible fundraising initiatives such as: selling Prairie Village bumper stickers, increased advertising to boost brick sales, and identifying corporate sponsors for Arts Council events.

Public Art

For the past several years the Arts Council has discussed developing a program to encourage the placement of art in public places such as parks, traffic islands, etc. Committee members said outdoor public art could help distinguish Prairie Village from other communities, particularly for people driving through the City. They noted that the City of Leawood has an aggressive public art program. Committee members agreed to research this issue in 2006, but not commit funding to a program at this time.

Committee members noted that commissioning large pieces of outdoor art is a costly endeavor, and increased participation by the City Council would be required to implement a public art program.

Day Trips / Tours

Committee members noted that this has been done in the past. Budgeting for this type of program is very difficult, and transportation costs are often high. Committee members agreed not to pursue a day trip program for 2006.

Film Festival

Committee members agreed to continue sponsorship of the Shakespeare festival in 2006 by allowing a film to be viewed in the Council Chambers. They said the cost of this program is minimal.

VillageFest

Committee members agreed to continue to provide \$500 towards a concert at the 2006 VillageFest event.

Concerts

Committee members noted that some of the best attended events over the past few years have been concerts. Typically, these have been held at a local church. The Air Force Band concert, for example, was a tremendous success. Committee members agreed to sponsor two concerts during 2006 at a cost of \$1,750. The idea would be to have one indoor and one outdoor concert during the year.

Mr. Endres asked why the City has not hosted events at Shawnee Mission East. Mr. Luther said that it is difficult to find a time when the SME auditorium is available, and the Arts Council has been able to reserve a venue for a lower cost by hosting an event at a church.

December Exhibit/Reception

The December reception will feature photographer Julie Johnson. Jan, Randy, Annie, and Susan agreed to help.

December meeting

Arts Council members agreed to cancel the meeting scheduled for 21 December.

There being no further business, the meeting adjourned.

Randy Kronblad
Chairman

**PRAIRIE VILLAGE ARTS COUNCIL
2006 BUDGET**

DESCRIPTION	BUDGET 2006	Notes
INCOME		
City Council Allocation	8000	
Other Income	1700	
Transfer from PVMF		
Total Income	\$9,700.00	
EXPENSES		
Art Purchases	500	
Arts Sponsorship	100	Whispering Prairie Press
Receptions	3600	
Participation in Prairie Village Art Fair	1800	800 Hospitality, 1,000 for event
Concerts	1750	2 concerts -- 1 indoor one outdoor
VillageFest	500	
Film Festival		
Dues & subscriptions	125	
Legal Fees	500	
Day Trips / tours		
Miscellaneous	250	
Shooting Stars Contrubution (PVMF)	1000	
Brick purchase / installation (PVMF)	700	
School Grants		
Total Expenses	10825	
PVMF Transfer	\$1,700.00	
Net Operating Expenses	\$9,125.00	
Under (Over) Budget	\$575.00	

Council Members
Mark Your Calendars
December 5, 2005

December, 2005	Julie Johnson Photography exhibit in the R.G. Endres Gallery
Dec 6 – 11	NLC Annual Conference, Charlotte, NC
Dec 9	Prairie Village Arts Council reception for Julie Johnson's Photography exhibit
Dec 13	Johnson & Wyandotte County Council of Mayors Social Dinner
Dec 14	Employee Award/Holiday Celebration luncheon
Dec 19	City Council Meeting
Dec 26	City offices closed in observance of Christmas

Mark Your Calendars
2006

January, 2006	Gary Mehl & Art Whorton mix media exhibit in the R.G. Endres Gallery
January 2	New Year's Holiday
January 3 Tuesday	City Council Meeting
January 13	Prairie Village Arts Council reception for art exhibit
January 16	Martin Luther King Day – City offices closed
January 17 Tuesday	City Council Meeting
January 24	Filing Deadline for 2006 elections, noon
January 26	City Hall Day at the Capitol

February, 2006	Not Filled yet exhibit in the R.G. Endres Gallery
February 3	Employee Appreciation – New Dinner Theater
February 6	City Council Meeting
February 10	Prairie Village Arts Council reception for art exhibit
February 20	President's Day – City offices closed
February 21 Tuesday	City Council Meeting
February 28	Primary Election

March, 2006	Virginia Fortner watercolor exhibit in the R.G. Endres Gallery
March 6	City Council Meeting
March 10	Prairie Village Arts Council reception for art exhibit
March 11-15	NLC Congressional City Conference in Washington DC
March 20	City Council Meeting

April, 2006	Ms. Bobbi Toyne mixed media exhibit in the R.G. Endres Gallery
April 3	City Council Meeting
April 4	General Election
April 14	Prairie Village Arts Council reception for art exhibit
April 17	City Council Meeting

May, 2006	Studio West pastel exhibit in the R.G. Endres Gallery
May 1	City Council Meeting
May 12	Prairie Village Arts Council reception for art exhibit
May 15	City Council Meeting
May 29	City Offices closed in observance of Memorial Day
June 2006	Not filled yet exhibit in the R.G. Endres Gallery
June 5	City Council Meeting
June 9	Prairie Village Arts Council reception for art exhibit
June 19	City Council Meeting
July 2006	Not filled yet exhibit in the R.G. Endres Gallery
July 3 Tuesday	City Council Meeting
July 4	City Offices closed in observance of 4 th of July
July 4	Villagefest
July 17	City Council Meeting
August 2006	Not filled yet exhibit in the R.G. Endres Gallery
August 7	City Council Meeting
August 21	City Council Meeting
September 2006	Dale Cole's Photography exhibit in the R.G. Endres Gallery
September 4 Tuesday	City Offices Closed observance of Labor Day
September 5	City Council Meeting
September 18	City Council Meeting
October 2006	Senior Arts Council mixed media exhibit in the R.G. Endres Gallery
October 2	City Council Meeting
October 7-10	League of Kansas Annual Conference in Topeka
October 16	City Council Meeting
November 2006	Mid-America Pastel Society's exhibit in the R.G. Endres Gallery
November 6	City Council Meeting
November 7	Johnson County Election
November 20	City Council Meeting
November 23-24	City offices closed in observance of Thanksgiving
December 2006	Not filled yet exhibit in the R.G. Endres Gallery
December 1	Mayor's Holiday Gala
December 4	City Council Meeting
December 5-9	NLC Congress of Cities Conference in Reno Nevada
December 18	City Council Meeting
December 25	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

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)
COM2000-04 Consider the installation of marquees banners at City Hall to announce upcoming civic events (assigned Strategic Plan for 1st Quarter of 2001)

COMMUNITY STANDARDS COMMITTEE**COUNCIL COMMITTEE**

COU99-13 Consider Property Audits (assigned 4/12/99)
COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)
COU2000-44 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)
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)
COU2005-15 Consider planning meetings for the Governing Body (assigned 9/6/2005)
COU2005-16 Consider how to improve the Council's effectiveness as a team (assigned 9/6/2005)
COU2005-17 Consider how to expand leadership opportunities for Council members (assigned 9/6/2005)
COU2005-18 Develop a school zone policy (assigned 9/6/2005)
COU2005-19 Consider committee term limits for elected officials and residents (assigned 9/6/2005)
COU2005-20 Develop a sidewalk policy (assigned 9/6/2005)
COU2005-21 Develop a policy for use of Fund Balance (assigned 9/6/2005)
COU2005-22 Consider Council mentoring program (assigned 9/6/2005)
COU2005-23 Consider sponsoring social events with other jurisdictions (assigned 9/6/2005)
COU2005-24 Develop and improve parliamentary procedures (assigned 9/6/2005)
COU2005-25 Consider changing procedure for selecting Council President (assigned 9/6/2005)
COU2005-26 Consider automated Council packets (assigned 9/6/2005)
COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)
COU2005-28 Consider more effective public notice of Council and Committee vacancies (assigned 9/6/2005)
COU2005-29 Consider City service to remove oak pollen in gutters and curbs (assigned 9/6/2005)

COMMITTEE AGENDA

December 5, 2005

- COU2005-30 Consider \$500 deposit from landlords for remediation of code violations (assigned 9/6/2005)
- COU2005-31 Consider amending weed ordinance (assigned 9/6/2005)
- COU2005-32 Consider City service to eliminate weeds in the street (assigned 9/6/2005)
- COU2005-36 Consider 2006 Budget Process and 2007 Plan (assigned 9/14/2005)
- COU2005-40 Consider Planning Commission Recommendation (assigned 11/14/2005)
- COU2005-41 Consider 2006 Salary Ordinance (assigned 11/14/2005)

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)
- LEG2005-38 Consider proposed ordinance revisions to PVMC 19.44.025 entitled "Height and Area Exceptions - Fences" (assigned 11/2/2005)
- LEG2005-40 Consider Economic Development incentive Policy (assigned 10/10/2005)
- LEG2005-41 Consider 2006 Legislative Program (assigned 11/30/2005)**
- PK2005 -11 Consider Use of right-of-way island at Somerset and Lee Blvd (assigned to L/F Committee)**

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)

COMMITTEE AGENDA

December 5, 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)
- POL2005-17 Consider revising bidding ordinance (assigned July 19, 2005)
- POL2005-21 Consider Project 190851: 2006 Paving Program - Sidewalks (assigned 8/30/2005)
- POL2005-23 Consider Project 190857: Roe Avenue – 95th to 91st Street (CARS) (assigned 8/28/2005)
- POL2005-28 Consider Charter Ordinance No. 12 “Public Improvements” (assigned 11/1/2005)
- POL2005-29 Consider Council Policy No. 041 “Selection of Professional Consulting Services (assigned 11/1/2005)

- POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005)
- POL2005-31 Consider Canterbury Street Sidewalk Petition (assigned 11/1/2005)
- POL2005-33 Consider establishment of school crossing guard policy (assigned 11/14/2005)**
- POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program (assigned 11/20/2005)**
- POL2005-35 Consider illicit water discharge (assigned 11/30/2005)**

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)

NOTEWORTHY

December 2005

December Birthdays & Anniversaries

Birthday Wishes to

Stephen Albright	Finance	12/05
Connie Walsh	Codes	12/06
Claudia Alexander	Police	12/06
Adam Taylor	Police	12/19
John Jagow	Police	12/22
Charles Grover	Police	12/23
Ryan Warkentin	Police	12/23
Lea Wylie	Crossing Guard	12/23
Karen Kindle	Finance	12/24
Thomas Trienens	Public Works	12/24

We appreciate your years of service....

Rodney Smith	Police	16 yrs
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Welcome... to Kar.
November as our new
comes to us with ma.
Finance experience. P
her aboard.

Council

...
welcome



Mark your calendars!!

The Employee Recognition & Holiday Appreciation Luncheon is scheduled for December 14th at Noon. Mayor Shaffer and Council Members will be present to hand out promotion and tenure awards. Afterwards all employees will be treated to a box lunch from Johnny's Tavern. A Prairie Village gift card will also be handed out to each employee in Recognition of all your hard work!

"Glenda's friends here at the city continue to wish her well, we miss her and look forward to her return."

Happy Holidays

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Thomas Trienens	Public Works	12/26

We appreciate your years of service....

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Welcome... to Karen Kindle who began in November as our new Finance Director. Karen comes to us with many years of Government Finance experience. Please help us welcome her aboard.

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