

COUNCIL COMMITTEE

November 21, 2005

6:00 P.M.

AGENDA

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COU2005-40	CONSIDER PLANNING COMMISSION RECOMMENDATION Ken Vaughn, Chairman Prairie Village Planning Commission	1 - 3
COU2005- 41	CONSIDER 2006 SALARY ORDINANCE Doug Luther	4 - 38
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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)
- COU2004-20 Consider No Smoking Ordinance (assigned 9/28/2004)
- COU2004-22 Consider School Zone Policy (assigned 10/15/2004)
- COU2005-12 Consider proposed Mission Hills Public Safety Budget for 2006 (assigned 8/3/2005)
- 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)
- 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)
- COU2005-39 Consider Economic Development incentive Policy (assigned 10/10/2005)
- COU2005-40 Consider Planning Commission Recommendation (assigned 11/14/2005)**
- COU2005-41 Consider 2006 Salary Ordinance (assigned 11/14/2005)**

**COU2005-40 CONSIDER PLANNING COMMISSION
RECOMMENDATION**

Issue: Selection of Planning Consultant for the City

Background:

The annual agreement with Bucher Willis & Ratliff for Planning services runs through December 31, 2005.

KSA12-745 lists planning commission powers, one of which is "*The Commission may employ such persons deemed necessary and may contract for such services as the commission requires.*"

The Planning Commission developed a Request for Proposals (RFP) to provide planning services for the City. The RFP was sent to seven firms known to the commissioners to do that type of work. Two firms responded, both firms were interviewed. Minutes of that meeting are attached.

Ken Vaughn will attend the Council Committee meeting to explain the decision and respond to questions.

PLANNING COMMISSION

November 14, 2005

The Planning Commission met Monday, November 14, 2005. Chairman Ken Vaughn called the meeting to order. Members present: Charles Clark, Bob Lindeblad, Rob McKim, Randall Kronblad, Nancy Vennard and Marlene Nagel. This special meeting of the Planning Commission was called for the purpose of interviewing candidates to serve as Planning Consultant for the City.

Members of the City Council asked Planning Commissioners to engage in a selection process to identify a Planning Consultant for the future. A Request for Qualifications (RFQ), approved by the Commission, was mailed to seven local consulting firms. The two firms that responded, Gould Evans and Bucher Willis & Ratliff, presented their qualifications to the Commissioners and responded to questions.

Following the presentations, as they considered which firm to recommend to the Council, Planning Commissioners discussed qualifications, experience and background of the two firms and members of their staffs.

Representatives of both firms have employees qualified as planners. Other services necessary to meet City requirements include traffic engineering and other engineering studies as well as architectural design comments on some proposed projects. Gould Evans uses outside firms for engineering services, Bucher Willis & Ratliff has in-house engineers and architects. The variety of professional services available in this firm has been valuable in expediting some of the applications considered by the Planning Commission.

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 serve as planning staff for several cities. They have some on-going planning contracts like the one they have in Prairie Village and are often asked to assist cities who are temporarily without a staff planner. Two members of their staff perform these services on a regular basis.

Bob Lindeblad moved to recommend the City Council approve the firm of Bucher Willis & Ratliff to be Planning Consultant for the City. Charles Clark seconded the motion.

During discussion, Commissioners expressed concern about 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. Some of their clients reported they were not always responsive and timely in completing projects. At least two individuals on the Bucher Willis & Ratliff staff do this type of work on a regular basis, they are responsive and timely.

Commissioners expressed a concern about the timing of changing City Planners when the City is currently involved in a comprehensive planning process. The current Planner has been involved with this project from its inception, a change at this time would be a difficult transition for a new planner. Continuity in a community and with its City officials, staff and neighborhoods is important for a planner who is asked to assist officials in implementing a new plan that may result in change.

Chairman Vaughn called for a vote, the motion passed unanimously.

Commissioners are aware the Council has reservations about continuing the professional relationship with Bucher Willis & Ratliff. Commissioners believe they engaged in a fair and open process to identify the firm best qualified to serve as the City's Planning Consultant for the future. The firm recommended is the only one with experience serving a community as its planning staff on a day to day basis and their staff members have a knowledge and understanding of this community that is invaluable. It is important for this decision to be made by taking into consideration what is best for the entire community and its future.

COU 2005-41 CONSIDER 2006 SALARY ORDINANCE

Issue: Adoption of salary ranges for 2006

Policy #110 – *Wage/Salary Program Administration* states: “It is the policy of the City to pay wages and salaries which are competitive and give recognition to individual effort and contribution to the community. Determination of wage/salary policy is the responsibility of the City Council. Administration is handled by the City Administrator.”

Background:

Annually, Staff reviews City salary ranges for comparability and competitiveness with other local governments in Johnson County. To facilitate that comparison, Staff utilized the Mid America Regional Council’s (MARC) “*Salary & Fringe Benefit Survey of Local Governments*”, which contains the salary ranges of 127 job positions from 61 participating local government entities. The results of that comparison are summarized on the following sheet titled “Attachment – Personnel Policy #110”, which also acts as the basis for Staff’s salary range recommendation for 2006. The pages following that summary provide additional information about each position, as well as the comparative salary ranges from the MARC report.

While City policy does not define “competitive” the 2006 salary ranges, as those in previous years, 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 MARC Survey.

It is important to remember that Staff recommendations were based on data (the MARC survey) that will be one-year old when implemented. Therefore, the 2006 salary ranges recommended by Staff should only be expected to ensure that each position is above the median of other Johnson County local government’s January 1, 2005 salary ranges.

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 for the new range. Under the proposed ranges, eight employees would require salary increases to reach the minimum of the range for his/her position.

As Council members are 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.

Financial Impact:

Staff believes that all increases can be absorbed with funds currently budgeted for 2006 and will not require the use of Contingency Reserves.

Recommendation:

ADOPT 2006 SALARY ORDINANCE AS RECOMMENDED

Attachment – Personnel Policy #110

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:

	2005 Monthly Ranges		Proposed 2006 Monthly Ranges			
	Minimum	Maximum	Minimum	% Increase	Maximum	% Increase
<u>ADMINISTRATIVE</u>						
Administrative Support Specialist	2,100	3,300	2,350	12%	3,450	5%
Management Assistant	2,450	3,700	2,950	20%	4,400	19%
Office Manager	2,650	3,800	2,750	4%	3,850	1%
Code Enforcement Officer	2,650	3,850	2,700	2%	3,850	0%
Building Inspector	2,800	4,250	2,850	2%	4,250	0%
Human Resources Specialist	3,250	4,750	3,350	3%	4,800	1%
Court Administrator	3,350	5,000	3,450	3%	5,100	2%
Building Official	3,750	5,400	3,850	3%	5,400	0%
City Clerk	3,850	5,650	3,850	0%	5,650	0%
Finance Director	5,050	7,200	5,400	7%	8,300	15%
Assistant City Administrator	5,100	7,550	5,800	14%	7,650	1%
City Administrator	7,100	9,050	7,400	4%	9,100	1%
<u>PUBLIC WORKS</u>						
Laborer	1,850	2,050	1,950	5%	2,100	2%
Maintenance Worker	2,050	2,650	2,100	2%	2,700	2%
Senior Maintenance Worker	2,650	3,550	2,700	2%	3,600	1%
Crew Leader	2,750	4,050	2,800	2%	4,100	1%
Mechanic	2,500	3,500	2,500	0%	3,550	1%
Construction Inspector	2,750	3,950	2,800	2%	4,300	9%
Field Superintendent	3,050	4,350	3,100	2%	4,400	1%
Manager of Engineering Services	4,050	6,050	4,200	4%	6,250	3%
Public Works Director	6,000	8,200	6,000	0%	8,200	0%
<u>PUBLIC SAFETY</u>						
Community Service Officer	2,450	3,550	2,550	4%	3,550	0%
Dispatcher	2,700	4,000	2,750	2%	4,000	0%
Communications Supervisor	3,250	4,800	3,300	2%	4,800	0%
Police Officer	2,850	4,250	2,850	0%	4,350	2%
Police Corporal	3,535	4,600	3,535	0%	4,950	8%
Police Sergeant	4,000	5,400	4,000	0%	5,500	2%
Police Captain	4,850	7,050	4,950	2%	7,450	6%
Police Chief	6,000	8,300	6,000	0%	8,400	1%

Seasonal/Part-time Employees – Seasonal Part-time Employees shall be compensated as follows:

Hourly Personnel	2005 Ranges		Proposed 2006 Ranges	
	Minimum Hourly	Maximum Hourly	Minimum Hourly	Maximum Hourly
Seasonal worker	\$8.00	\$12.00	\$8.00	\$12.00
Tennis Assistant	\$8.00	\$17.00	\$8.00	\$17.00
Concession Stand Worker	\$5.50	\$7.25	\$5.50	\$7.25
Clerical Assistant	\$8.50	\$12.50	\$8.50	\$12.50
Assistant Pool Manager	\$9.00	\$15.00	\$9.00	\$15.00
Bailiff	\$10.00	\$12.00	\$10.00	\$12.00

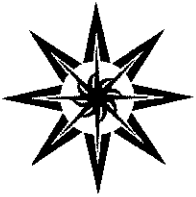
Non-hourly Personnel	Minimum (per session)	Maximum (per session)	Minimum (per session)	Maximum (per session)
Swim/Dive Coaches	\$2,000	\$5,500	\$2,000	\$5,500
Synchronized Coaches	\$1,000	\$1,800	\$1,000	\$1,800
Assistant Coaches	\$650	\$1,100	\$650	\$1,100
School Crossing Guards	\$10.23	\$10.23	\$10.23	\$10.23
Pool Manager	\$9,000	\$18,500	\$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:

Position	Minimum	Maximum
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	\$100
Treasurer (monthly)	\$325	\$406



ADMINISTRATIVE SUPPORT SPECIALIST

<u>City</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>
Leawood	Accounting Specialist	\$2,587	\$3,504	\$3,143
Prairie Village	Administrative Support Spec.	2,100	3,300	2,473
Olathe	Customer Service Rep.	2,521	3,530	2,784
Gardner	Customer Service Rep.	1,905	2,667	2,589
Median – Johnson County		2,311	3,402	
RECOMMENDED		2,350	3,450	
RECOMMENDED % INCREASE		12%	5%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Cashier I position.

COMPARATIVE JOB DESCRIPTION: General cash handling and clerical responsibilities related to the receipt of monies. Accuracy and completeness of work are important factors.

RECOMMENDATION: Increase the minimum monthly salary 12% from \$2,100 to \$2,350 and the maximum monthly salary 5% from \$3,300 to \$3,450.

FINANCIAL IMPACT: There are currently three Administrative Support Specialist whose salary is less than proposed minimum, which will require a salary increase of at least 12% in order to meet the proposed minimum.



MANAGEMENT ASSISTANT

<u>City</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>
Prairie Village	Management Assistant	2,450	3,700	3,701
Overland Park	Rec. Supervisor	3,418	5,128	4,172
Olathe	Rec. Program Manager	3,491	5,234	5,022
Lenexa	Rec. Supervisor	3,274	5,075	4,183
Shawnee	Recreation Coordinator	2,570	3,806	2,570
Leawood	Rec. Program Supervisor	2,910	4,364	2,964
Gardner	Rec. Supervisor	2,591	3,627	2,991
Merriam	Rec. Superintendent	3,165	4,430	3,806
Mission	Prog. Asst; Aquatic Asst	2,315	3,357	2,361
Median - Johnson County		2,910	4,364	3,701
RECOMMENDED		\$2,950	\$4,400	
RECOMMENDED % INCREASE		20.4%	18.9%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Recreation Supervisor/Specialist position.

COMPARATIVE JOB DESCRIPTION: Performs professional work in recreation/leisure services. May include implementing individual recreation programs for target groups, planning for use of recreational facilities, or supervising one or more individual recreation programs. Often supervises recreation workers.

RECOMMENDATION: Increase the minimum monthly salary to \$2,950 and the maximum monthly salary to \$4,400.

FINANCIAL IMPACT: None. The City's Management Assistant is currently compensated at a rate higher than the proposed minimum.



OFFICE MANAGER

City	Title	Minimum	Maximum	Average
Overland Park	Executive Assistant	\$2,981	\$4,471	\$4,471
Olathe	Sr. Administrative Secretary	2,728	3,820	3,496
Prairie Village	Office Manager	2,650	3,800	3,522
Merriam	Administrative Assistant	2,399	3,358	2,810
Lenexa	Support IV	2,833	4,251	3,864
Median – Johnson County		2,728	3,820	
RECOMMENDED		2,750	3,850	
RECOMMENDED % INCREASE		4%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Administrative Secretary position.

COMPARATIVE JOB DESCRIPTION: Responsible administrative position performing highly responsible secretarial work assisting the chief executive officer.

RECOMMENDATION: Increase the minimum monthly salary 4% from \$2,650 to \$2,750 and increase the maximum monthly salary 1% from \$3,800 to \$3,850.

FINANCIAL IMPACT: None. All of the current employees classified as Office Managers are compensated at a rate higher than the proposed minimum.



CODE ENFORCEMENT OFFICER

City	Title	Minimum	Maximum	Average
Merriam	Code Enf. Officer/Housing I	\$2,762	\$4,198	\$3,671
Roeland Park	Code Enforcement Officer	2,800	3,600	3,200
Olathe	Property Maintenance Officer	2,847	3,987	3,271
Lenexa	Community Standard Officer I	2,565	3,848	3,127
Prairie Village	Code Enforcement Officer	2,650	3,850	2,808
Leawood	Code Enforcement Officer I	2,427	3,491	3,121
Mission	Code Enf./Envir. Inspector	2,677	3,886	1,993
Shawnee	Code Enforcement Officer II	2,700	3,998	2,792
Overland Park	Enforcement Specialist I	2,552	3,828	
Gardner	Codes Inspector	2,591	3,627	
Median – Johnson County		2,664	3,849	
RECOMMENDED		2,700	3,850	
RECOMMENDED % INCREASE		2%	0%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Code Enforcement Officer/Environmental Inspector position.

COMPARATIVE JOB DESCRIPTION: Inspects environmental conditions within a jurisdiction for compliance with nuisance abatement codes and environmental health codes.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$2,650 to \$2,700 and maintain the maximum monthly at \$3,850.

FINANCIAL IMPACT: None. The City's Code Enforcement Officer is currently compensated at a rate higher than the proposed minimum.



BUILDING INSPECTOR

City	Title	Minimum	Maximum	Average
Leawood	Senior Building Inspector	\$3,390	\$5,084	\$4,573
Merriam	Building Inspector	3,498	4,898	4,801
Lenexa	Building Inspector I&II	2,565	4,251	3,670
Overland Park	Multi-disciplined Inspector I	2,800	4,200	3,420
Prairie Village	Building Inspector	2,800	4,250	2,850
Olathe	Building Inspector	2,841	3,987	3,155
Shawnee	Building Inspector I	2,634	3,901	2,902
Gardner	Building Inspector	2,834	3,968	3,257
Roeland Park	Building Inspector	3,500	4,300	3,900
Median – Johnson County		2,834	4,250	
RECOMMENDED		2,850	4,250	
RECOMMENDED % INCREASE		2%	0%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Building Inspector position.

COMPARATIVE JOB DESCRIPTION: Performs responsible inspection duties on commercial, industrial and residential structures requiring technical skills and knowledge relative to the interpretation of uniform building codes. Communicates and interprets codes and policies to the public, contractors, architects and engineers. Completes and maintains records, reports and correspondence.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$2,800 to \$2,850 and maintain the maximum at \$4,250.

FINANCIAL IMPACT: None. The City's Building Inspector is currently compensated at a rate equal to the proposed minimum.



HUMAN RESOURCES SPECIALIST

City	Title	Minimum	Maximum	Average
Olathe	Human Resources Manager	\$3,885	\$5,827	\$5,478
Overland Park	Employee Relations Specialist	3,418	5,128	4,275
Leawood	Human Resources Generalist	3,418	4,751	3,642
Lenexa	Human Resources Specialist	3,125	4,688	3,479
Prairie Village	Human Resources Specialist	3,250	4,750	3,675
Merriam	Human Resources Coordinator	2,992	4,188	4,106
Median – Johnson County		3,334	4,751	
RECOMMENDED		3,350	4,800	
RECOMMENDED % INCREASE		3%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Personnel Generalist/Specialist position.

COMPARATIVE JOB DESCRIPTION: Performs professional-level personnel work involving a recognized area of specialty or generalist personnel work involving various specialties. May include recruitment, interviewing and selection; salary administration; compensation planning and budgeting; job evaluation; employee training; and employee relations.

RECOMMENDATION: Increase the minimum monthly salary 3% from \$3,250 to \$3,350 and increase the maximum monthly salary 1% from \$4,750 to \$4,800.

FINANCIAL IMPACT: None. The City's Human Resources Specialist is currently compensated at a rate higher than the proposed minimum.



COURT ADMINISTRATOR

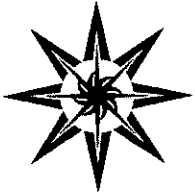
City	Title	Minimum	Maximum	Average
Overland Park	Court Administrator	\$5,658	\$8,486	\$6,675
Olathe	Clerk of the Court	3,679	5,518	4,353
Shawnee	Municipal Court Manager	3,458	5,114	3,907
Prairie Village	Court Administrator	3,350	5,000	3,515
Leawood	Municipal Court Administrator	3,177	4,765	3,981
Roeland Park	Police Clerk	2,200	3,000	2,600
Lenexa	Municipal Court Manager	3,708	5,748	3,980
Median – Johnson County		3,404	5,057	
RECOMMENDED		3,450	5,100	
RECOMMENDED % INCREASE		3%	2%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Administrative Court Clerk position.

COMPARATIVE JOB DESCRIPTION: Supervises clerical work required in the maintenance of court records. Coordinates all aspects of the court with the judge, prosecutor, attorneys, law enforcement agencies, the public and other related agencies. Assists judge and prosecutor in administrative operation of court. Monitors, reports, and implements procedures to accommodate changes in the law. Receives bond money and supervises and accounts for payments and dispersals. Monitors defendants, prepares appeals and drafts correspondence. Sends reports and monies to the state.

RECOMMENDATION: Increase the minimum monthly salary 3% from \$3,350 to \$3,450 and increase the maximum monthly salary 2% from \$5,000 to \$5,100.

FINANCIAL IMPACT: None. The City's Court Administrator is currently compensated at a rate higher than the proposed minimum.



BUILDING OFFICIAL

<u>City</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>
Lenexa	Building Codes Administrator	\$4,613	\$7,149	\$5,701
Shawnee	Chief Codes Administrator	4,318	6,387	6,387
Overland Park	Inspection Supervisor	3,827	5,741	4,833
Prairie Village	Building Official	3,750	5,400	3,768
Leawood	Building Official	3,581	5,370	5,370
Olathe	Chief Building Inspector	3,491	5,237	5,237
Gardner	Codes Administrator	3,797	5,316	4,524
Mission Hills	Codes Inspector	3,833	5,000	4,441
Median – Johnson County		3,812	5,385	5,035
RECOMMENDED		3,850	5,400	
RECOMMENDED % INCREASE		3%	0%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Chief Building Inspector position.

COMPARATIVE JOB DESCRIPTION: Supervisory and highly skilled inspection work in the enforcement of building and zoning ordinances.

RECOMMENDATION: Increase the minimum monthly salary 3% from \$3,750 to \$3,850 and maintain the maximum monthly at \$5,400.

FINANCIAL IMPACT: The monthly salary of the City's current Building Official is less than proposed minimum and will require a salary increase of at least 3% to meet the proposed minimum monthly salary.



CITY CLERK

City	Title	Minimum	Maximum	Average
Overland Park	City Clerk	\$5,092	\$7,638	\$5,449
Mission	City Clerk	2,814	4,081	3,447
Olathe	City Clerk	3,885	5,827	4,943
Lenexa	City Clerk	3,708	5,748	5,455
Gardner	HR Director/City Clerk	4,392	6,147	6,147
Shawnee	City Clerk	3,816	5,645	5,645
Leawood	City Clerk	3,668	5,502	5,141
Merriam	City Clerk	3,969	5,556	
Prairie Village	City Clerk	3,850	5,650	4,340
Mission Hills	City Clerk	3,333	4,875	3,250
Roeland Park	City Clerk	3,850	4,700	4,275
Westwood	City Clerk	2,708	4,603	3,130
Median – Johnson County		3,833	5,601	
RECOMMENDED		3,850	5,650	
RECOMMENDED % INCREASE		0%	0%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, City Clerk position.

COMPARATIVE JOB DESCRIPTION: Prepares, maintains and attests to official record of action taken by council in regular and special meetings.

RECOMMENDATION: Maintain the minimum monthly salary at \$3,850 and the maximum monthly salary at \$5,650.

FINANCIAL IMPACT: None. The City Clerk is currently compensated at a rate higher than the proposed minimum.



FINANCE DIRECTOR

City	Title	Minimum	Maximum	Average
Overland Park	Director of Finance, Budget	\$9,830	\$9,830	\$9,830
Shawnee	Finance Director	6,034	8,749	8,609
Olathe	Director of Finance	5,631	8,446	
Leawood	Director of Finance	5,027	8,894	7,538
Lenexa	Chief Financial Officer	5,917	9,171	8,334
Merriam	Chief Financial Officer	5,174	7,244	6,013
Prairie Village	Finance Director	5,050	7,200	5,667
Gardner	Finance Director	4,612	6,455	6,384
Mission Hills	Finance Officer	4,000	5,666	4,706
Mission	Director of Finance	5,572	8,079	5,909
Median – Johnson County		5,373	8,263	
RECOMMENDED		5,400	8,300	
RECOMMENDED % INCREASE		7%	15%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Director of Finance position.

COMPARATIVE JOB DESCRIPTION: Responsible for all financial matters of the jurisdiction.

RECOMMENDATION: Increase the minimum monthly salary 7% from \$5,050 to \$5,400 and increase the maximum monthly salary 15% from \$7,200 to \$8,300.

FINANCIAL IMPACT: None. The City's Finance Director is currently compensated at a rate higher than the proposed minimum.



ASSISTANT CITY ADMINISTRATOR

City	Title	Minimum	Maximum	Average
Olathe	Assistant City Manager	\$6,560	\$9,841	\$9,841
Shawnee	Deputy City Manager	6,480	9,500	9,409
Lenexa	Assistant City Administrator	6,250	9,688	8,618
Prairie Village	Assistant City Administrator	5,100	7,550	5,800
Overland Park	Assistant City Mgr.-Operations	7,736	7,736	7,736
Merriam	Asst. City Admin/City Clerk	5,259	7,244	6,796
Gardner	Assistant City Administrator	4,183	5,855	4,824
Mission Hills	Assistant City Administrator	3,050	4,567	4,500
Median – Johnson County		5,755	7,643	
RECOMMENDED		5,800	7,650	
RECOMMENDED % INCREASE		14%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Assistant City/County Administrator position.

COMPARATIVE JOB DESCRIPTION: Develops, coordinates and administers programs and projects assigned by the city/county administrator; may have operational responsibility for some departments.

RECOMMENDATION: Increase the minimum monthly salary 14% from \$5,100 to \$5,800 and increase the maximum monthly salary 1% from \$7,550 to \$7,650.

FINANCIAL IMPACT: None. The City's Assistant City Administrator is currently compensated at a rate equal to the proposed minimum.



CITY ADMINISTRATOR

City	Title	Minimum	Maximum	Average
Overland Park	City Manager	\$13,908	\$13,908	\$13,908
Shawnee	City Manager	13,214	13,214	13,214
Olathe	City Manager	7,599	11,398	10,988
Leawood	City Administrator	10,518	10,518	10,518
Mission	City Administrator	6,293	9,125	7,000
Prairie Village	City Administrator	7,100	9,050	9,050
Merriam	City Administrator	6,468	9,055	7,032
Mission Hills	City Administrator	7,917	7,917	7,917
Gardner	City Administrator	5,605	7,847	7,091
Roeland Park	City Administrator	5,800	5,800	5,800
Fairway	City Administrator/City Clerk	5,450	5,450	5,450
Lenexa	City Administrator	10,833	10,833	10,833
Median – Johnson County		7,350	9,090	
RECOMMENDED		7,400	9,100	
RECOMMENDED % INCREASE		4%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, City/County Administrator position.

COMPARATIVE JOB DESCRIPTION: Chief administrative officer of the jurisdiction.

RECOMMENDATION: Increase the minimum monthly salary 4% from \$7,100 to \$7,400 and increase the maximum monthly salary 1% from \$9,050 to \$9,100.

FINANCIAL IMPACT: None. The City Administrator is currently compensated at a rate higher than the proposed minimum.



LABORER

City	Title	Minimum	Maximum	Average
Shawnee	Maintenance Worker I	1,911	2,828	2,111
Roeland Park	Laborer	1,900	2,600	1,993
Prairie Village	Laborer	1,850	2,050	1,929
Median – Johnson County		1,900	2,100	
RECOMMENDED		1,950	2,100	
RECOMMENDED % INCREASE		5%	2%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Laborer position. The Laborer position is probationary position, used to evaluate the employee and ensure that the employee is capable of performing the required duties of the Maintenance Worker position. Therefore, the maximum range of the Laborer position is equal to the minimum range of the Maintenance Worker position and does not equal the median of the Johnson county area.

COMPARATIVE JOB DESCRIPTION: Performs unskilled work in the maintenance of public utilities, facilities and roadways.

RECOMMENDATION: Increase the minimum monthly salary 5% from \$1,850 to \$1,950 and increase the maximum monthly salary 2% from \$2,050 to \$2,100.

FINANCIAL IMPACT: There are currently two employees whose salary is less than proposed minimum, which will require a salary increase of at least 6% in order to meet the proposed minimum.



MAINTENANCE WORKER

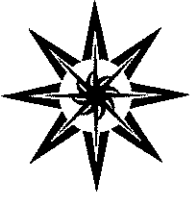
City	Title	Minimum	Maximum	Average
Shawnee	Maintenance Worker II	\$2,216	\$3,281	2,628
Lenexa	Street Maintenance Worker I	2,016	3,024	2,031
Olathe	Maintenance Worker II	2,042	2,859	2,280
Overland Park	Maintenance Worker	1,892	2,838	2,035
Prairie Village	Maintenance Worker	2,050	2,650	2,336
Leawood	Maintenance Worker I and II	2,086	2,860	2,350
Median – Johnson County		2,050	2,860	
RECOMMENDED		2,100	2,700	
RECOMMENDED % INCREASE		2%	2%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Semi-skilled Maintenance Worker position. The Maintenance Worker position is the second step in the Senior Maintenance Worker career path. Therefore, the maximum range of the position is equal to the minimum range of the Senior Maintenance Worker position and does not equal the median of the Johnson county area.

COMPARATIVE JOB DESCRIPTION: Performs semi-skilled work in the maintenance of public utilities, facilities and roadways. Operates power hand tools and equipment.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$2,050 to \$2,100 and increase the maximum monthly salary 2% from \$2,650 to \$2,700.

FINANCIAL IMPACT: None. All of the current employees classified as Maintenance Workers are compensated at a rate higher than the proposed minimum.



SENIOR MAINTENANCE WORKER

City	Title	Minimum	Maximum	Average
Lenexa	Facilities Maintenance Tech I	\$2,833	\$4,251	\$3,272
Overland Park	Bldg. Maintenance Worker II	2,800	4,200	3,382
Leawood	Facility Worker	2,607	3,527	3,096
Prairie Village	Senior Maintenance Worker	2,650	3,550	3,045
Olathe	Maintenance Worker I	1,882	2,635	1,912
Median – Johnson County		2,650	3,550	
RECOMMENDED		2,700	3,600	
RECOMMENDED % INCREASE		2%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Skilled Maintenance Worker position. This position is the third step in the Senior Maintenance Worker career path. The minimum range of the position is equal to the maximum range of the Maintenance Worker position and does not equal the median of the Johnson county area.

COMPARATIVE JOB DESCRIPTION: Performs journeyman-level work in one of the following occupational areas: electrical, carpenter, plumber or painter.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$2,650 to \$2,700 and increase the maximum monthly salary 1% from \$3,550 to \$3,600.

FINANCIAL IMPACT: There is currently one employee classified as a Senior Maintenance Worker whose salary is less than proposed minimum and will require a salary increase of at least 2% to meet the proposed rate.



CREW LEADER

City	Title	Minimum	Maximum	Average
Leawood	Streets/Parks Crew Leader	\$2,612	\$5,126	\$4,090
Lenexa	Street Foreman	3,125	4,688	4,251
Overland Park	Maintenance Crew Leader	2,992	4,488	4,193
Merriam	Crew Chief	2,935	4,029	4,021
Prairie Village	Crew Leader	2,750	4,050	3,049
Shawnee	Street Foreman	2,700	3,998	3,887
Olathe	Team Supervisor-Street Maint.	2,847	3,987	3,880
Gardner	Maintenance Supervisor	2,591	3,627	3,139
Median – Johnson County		2,799	4,080	
RECOMMENDED		2,800	4,100	
RECOMMENDED % INCREASE		2%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Supervisor (Foreman) position.

COMPARATIVE JOB DESCRIPTION: Develops work schedules and supervises labor crews engaged in the maintenance of streets, parks, sewers, and other public improvements.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$2,750 to \$2,800 and increase the maximum monthly salary 1% from \$4,050 to \$4,100.

FINANCIAL IMPACT: There is currently one employee classified as a Crew Leader whose salary is less than proposed minimum and will require a salary increase of at least 7% to meet the proposed rate.



MECHANIC

City	Title	Minimum	Maximum	Average
Lenexa	Equipment Mechanic I	\$2,833	\$4,251	\$2,866
Shawnee	Mechanic I	2,388	3,534	3,345
Overland Park	Equipment Mechanic	2,560	3,840	3,144
Olathe	Mechanic	2,433	3,406	2,810
Gardner	Mechanic	2,399	3,359	3,359
Prairie Village	Mechanic	2,500	3,500	2,617
Median – Johnson County		2,467	3,517	
RECOMMENDED		2,500	3,550	
RECOMMENDED % INCREASE		0%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Mechanic position.

COMPARATIVE JOB DESCRIPTION: Performs journeyman-level work in the repair and maintenance of light and heavy automotive equipment.

RECOMMENDATION: Maintain the minimum monthly salary at \$2,500 and increase the maximum monthly salary 1% from \$3,500 to \$3,550.

FINANCIAL IMPACT: None. The City's Mechanic is currently compensated at a rate higher than the proposed minimum.



CONSTRUCTION INSPECTOR

<u>City</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>
Shawnee	Senior Engineering Inspector	\$2,981	\$4,401	\$3,377
Merriam	Construction Inspector	3,099	4,338	4,094
Prairie Village	Construction Inspector	2,750	3,950	3,397
Lenexa	Construction Inspector	2,565	4,251	3,596
Overland Park	Construction Inspector I	2,560	3,840	3,214
Median – Johnson County		2,750	4,251	
RECOMMENDED		2,800	4,300	
RECOMMENDED % INCREASE		2%	9%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Engineering Aide II/Construction Inspector position.

COMPARATIVE JOB DESCRIPTION: Inspects construction work performed on streets, sidewalks, curbs, storm sewers, and other public improvements. Prepares construction plans, bid documents, contracts and specifications. Administers right-of-way permits and street cut permits. Prepares and updates the street resurfacing plan. Investigates citizen complaints.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$2,750 to \$2,800 and increase the maximum monthly salary 9% from \$3,950 to \$4,300.

FINANCIAL IMPACT: None. The City's Construction Inspector is currently compensated at a rate higher than the proposed minimum.



FIELD SUPERINTENDENT

<u>City</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>
Overland Park	Supervisor Public Works Maint	\$3,827	\$8,741	\$4,717
Olathe	Street Maintenance Supervisor	3,491	5,237	5,237
Shawnee	Public Works Coordinator	3,458	5,120	4,836
Prairie Village	Field Superintendent	3,050	4,350	4,351
Leawood	Street Supervisor	3,048	4,299	3,576
Lenexa	Street Maintenance Worker III	2,833	4,251	3,244
Mission	Street Maintenance Supervisor	2,677	3,886	3,275
Median – Johnson County		3,050	4,350	
RECOMMENDED		3,100	4,400	
RECOMMENDED % INCREASE		2%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Street Maintenance Supervisor position.

COMPARATIVE JOB DESCRIPTION: Responsible and diversified work directing the operations of the street maintenance operation. Organize, direct and coordinate the activities of the street maintenance division.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$3,050 to \$3,100 and increase the maximum monthly salary 1% from \$4,350 to \$4,400.

FINANCIAL IMPACT: None. The City's Field Superintendent is currently compensated at a rate higher than the proposed minimum.



MANAGER OF ENGINEERING SERVICES

<u>City</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>
Lenexa	Assistant City Engineer	\$4,613	\$7,149	\$6,238
Olathe	Assistant City Engineer	4,360	6,541	6,541
Shawnee	Senior Project Engineer	4,110	6,079	5,708
Overland Park	Civil Engineer II	4,220	6,330	4,976
Prairie Village	Mgr. of Engineering Services	4,050	6,050	4,659
Leawood	Civil Engineer I	3,236	4,853	4,197
Median – Johnson County		4,165	6,205	
RECOMMENDED		4,200	6,250	
RECOMMENDED % INCREASE		4%	3%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Civil Engineer position.

COMPARATIVE JOB DESCRIPTION: Professional engineering work including technical or supervisory work in the preparation of design plans, drawing specifications, and estimates of costs and projects.

RECOMMENDATION: Increase the minimum monthly salary 4% from \$4,050 to \$4,200 and increase the maximum monthly salary 3% from \$6,050 to \$6,250.

FINANCIAL IMPACT: None. The City's Manager of Engineering Services is currently compensated at a rate higher than the proposed minimum.



PUBLIC WORKS DIRECTOR

City	Title	Minimum	Maximum	Average
Shawnee	Public Works Director	\$6,336	\$9,500	\$9,500
Lenexa	Public Works Director	6,250	9,688	9,195
Overland Park*	Public Works Director			\$10,258
Leawood	Public Works Director	5,918	10,472	9,329
Olathe	Director of Public Works	5,631	8,446	8,446
Prairie Village	Public Works Director	6,000	8,200	8,200
Mission	Director of Public Works	5,572	8,079	6,309
Merriam	Director of Public Works	4,843	6,781	6,781
Gardner	Public Works Director	4,842	6,777	6,777
Roeland Park	Director of Public Works	3,850	4,700	3,813
Westwood	Director of Public Works	3,750	5,625	4,671
Median – Johnson County		5,602	8,200	
RECOMMENDED		6,000	8,200	
RECOMMENDED % INCREASE		0%	0%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Director of Public Works position. Overland Park’s salary was not included in the MARC Survey. The “Average” reported is the salary as reported by the City of Overland Park

COMPARATIVE JOB DESCRIPTION: Responsible for administrative and professional engineering work in directing the activities of the public works department.

RECOMMENDATION: Maintain the minimum monthly salary at \$6,000 and the maximum monthly salary at \$8,200.

FINANCIAL IMPACT: None. The City’s Public Works Director is currently compensated at a rate higher than the proposed minimum.



COMMUNITY SERVICE OFFICER

City	Title	Minimum	Maximum	Average
Lenexa	Animal Control Officer	\$2,565	\$3,848	\$3,121
Shawnee	Community Service Officer	2,388	3,534	2,495
Olathe	Animal Control Officer	2,521	3,530	2,885
Merriam	Community Service Officer	2,550	3,571	3,026
Overland Park	Animal Control Officer II	2,552	3,828	3,098
Prairie Village	Community Service Officer	2,450	3,550	2,577
Leawood	Animal Control Officer	2,349	3,177	2,845
Gardner	Animal Control Officer	2,222	3,110	2,287
Mission	Animal Control Officer	2,919	2,919	2,919
Median – Johnson County		2,521	3,534	
RECOMMENDED		2,550	3,550	
RECOMMENDED % INCREASE		4%	0%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Animal Control Officer position.

COMPARATIVE JOB DESCRIPTION: Enforces ordinances regarding animal control and licensing, impounds and/or rescues domestic and wild animals which present a hazard to the public. Assists in the operation of animal shelter.

RECOMMENDATION: Increase the minimum monthly salary 4% from \$2,450 to \$2,550 and maintain the maximum monthly salary at \$3,550.

FINANCIAL IMPACT: None. The current employees classified as Community Service Officers will be compensated at a rate higher than the proposed minimum when this ordinance takes effect.



DISPATCHER

City	Title	Minimum	Maximum	Average
Lenexa	Police Dispatcher	\$2,833	\$4,251	\$3,396
Overland Park	Tactical Operations Specialist	2,800	4,200	3,291
Prairie Village	Dispatcher	2,700	4,000	3,632
Shawnee	Dispatcher I	2,634	3,901	2,906
Olathe	Communications Operator	2,728	3,820	3,156
Leawood	Communications Officer I & II	2,628	3,905	3,435
Median – Johnson County		2,714	3,953	
RECOMMENDED		2,750	4,000	
RECOMMENDED % INCREASE		2%	0%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Dispatcher position.

COMPARATIVE JOB DESCRIPTION: Receives and records telephone messages and dispatches emergency personnel, maintenance crews, and equipment over a radio communications system on an assigned shift.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$2,700 to \$2,750 and maintain the maximum monthly salary at \$4,000.

FINANCIAL IMPACT: None. All of the current employees classified as Dispatchers are compensated at a rate higher than the proposed minimum.



COMMUNICATIONS SUPERVISOR

City	Title	Minimum	Maximum	Average
Lenexa	Communications Tech Mgr.	\$5,017	\$7,776	\$7,063
Overland Park	Supervisory Tactical Oper.	3,827	5,741	4,494
Prairie Village	Communications Supervisor	3,250	4,800	4,183
Shawnee	Chief Dispatcher	3,211	4,754	4,754
Olathe	Lead Communications Officer	3,286	4,601	4,048
Leawood	Sr. Communications Officer	2,913	4,106	3,663
Median – Johnson County		3,268	4,777	
RECOMMENDED		3,300	4,800	
RECOMMENDED % INCREASE		2%	0%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Dispatching Supervisor position.

COMPARATIVE JOB DESCRIPTION: Supervisory work receiving and recording telephone messages and dispatching emergency personnel, maintenance crews, and equipment over a radio communications system.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$3,250 to \$3,300 and maintain the maximum monthly salary at \$4,800.

FINANCIAL IMPACT: None. The City's Communications Supervisor is currently compensated at a rate higher than the proposed minimum.



POLICE OFFICER

City	Title	Minimum	Maximum	Average
Overland Park	Police Officer	\$3,085	\$5,153	\$4,134
Fairway	Patrolman	4,002	4,974	5,254
Leawood	Public Safety Off. I-IV & Mstr	2,808	5,137	3,833
Lenexa	Police Officer	2,974	4,462	3,339
Merriam	Police Officer	3,158	4,421	3,519
Shawnee	Police Officer I	2,837	4,201	3,090
Prairie Village	Police Officer	2,850	4,250	3,455
Mission	Police Officer	2,955	4,285	3,147
Gardner	Public Safety Officer	2,834	3,968	3,180
Olathe	Police Officer	2,778	3,889	3,287
Roeland Park	Police Officer	2,800	3,600	3,200
Westwood	Police Officer Class A	2,708	4,333	3,255
Median – Johnson County		2,844	4,309	
RECOMMENDED		2,850	4,350	
RECOMMENDED % INCREASE		0%	2%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Police Officer position.

COMPARATIVE JOB DESCRIPTION: Enforces laws and ordinances, protects life and property, and preserves the peace on an assigned shift. Has completed probationary period and is certified by the appropriate agency.

RECOMMENDATION: Maintain the minimum monthly salary at \$2,850 and increase the maximum monthly salary 2% from \$4,250 to \$4,350.

FINANCIAL IMPACT: None. All of the current employees classified as Police Officers are compensated at a rate higher than the proposed minimum.



POLICE CORPORAL

<u>City</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>
Merriam	Police Corporal	\$3,515	\$4,921	\$4,281
Prairie Village	Corporal	3,535	4,600	4,323
Leawood	Police Corporal	3,262	5,356	4,596
Roeland Park	Police Corporal/Master Officer	3,300	4,000	3,650
Lenexa	Corporal	3,559	5,338	4,271
Median – Johnson County		3,515	4,921	
RECOMMENDED		3,535	4,950	
RECOMMENDED % INCREASE		0%	8%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Police Corporal position.

COMPARATIVE JOB DESCRIPTION: Assistant supervisory work in the enforcement of laws and ordinances.

RECOMMENDATION: Maintain the minimum monthly salary at \$3,535 and increase the maximum monthly salary to \$4,950.

FINANCIAL IMPACT: None. All of the current employees classified as Corporals are compensated at a rate higher than the proposed minimum.



POLICE SERGEANT

<u>City</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>
Lenexa	Police Sergeant	\$4,058	\$6,087	\$5,602
Shawnee	Police Sergeant	3,817	5,652	5,090
Overland Park	Police Sergeant	3,858	5,772	5,528
Leawood	Police Sergeant	3,742	6,678	5,325
Merriam	Police Sergeant	3,963	5,549	5,320
Olathe	Police Sergeant	3,758	5,261	5,642
Prairie Village	Police Sergeant	4,000	5,400	5,121
Mission	Police Sergeant	3,592	5,208	4,481
Gardner	Police Safety Sergeant	3,445	4,822	3,864
Roeland Park	Police Sergeant	3,500	4,325	3,912
Median – Johnson County		3,788	5,475	
RECOMMENDED		4,000	5,500	
RECOMMENDED % INCREASE		0%	2%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Police Sergeant position.

COMPARATIVE JOB DESCRIPTION: Supervisory work in a division of the police department. Involves coordination and inspection of work performed by police officers and employees.

RECOMMENDATION: Maintain the minimum monthly salary at \$4,000 and increase the maximum monthly salary 2% from \$5,400 to \$5,500.

FINANCIAL IMPACT: None. All of the current employees classified as Sergeants are compensated at a rate higher than the proposed minimum.



POLICE CAPTAIN

City	Title	Minimum	Maximum	Average
Lenexa	Police Captain	\$5,417	\$8,396	\$7,744
Overland Park	Police Major	5,658	8,486	7,457
Shawnee	Police Captain	5,008	7,407	6,854
Olathe	Police Captain	5,159	7,222	6,888
Leawood	Police Captain/Dept. Chief	4,690	8,298	6,688
Mission	Dep. Chief, Commander, Capt.	4,813	7,694	5,574
Merriam	Assistant Police Chief	4,903	6,864	6,729
Prairie Village	Police Captain	4,850	7,050	6,066
Gardner	Public Safety Captain	4,183	5,855	5,765
Median – Johnson County		4,903	7,407	
RECOMMENDED		4,950	7,450	
RECOMMENDED % INCREASE		2%	6%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Police Captain position.

COMPARATIVE JOB DESCRIPTION: Responsible supervisory and technical police work in directing a division of the police department. Requires the application of advanced police skills and knowledge of the analysis of police problems and organizations.

RECOMMENDATION: Increase the minimum monthly salary 2% from \$4,850 to \$4,950 and increase the maximum monthly salary 6% from \$7,050 to \$7,450.

FINANCIAL IMPACT: None. All of the current employees classified as Captains are compensated at a rate higher than the proposed minimum.



POLICE CHIEF

City	Title	Minimum	Maximum	Average
Overland Park	Chief of Police	\$10,436	\$10,436	\$10,436
Lenexa	Police Chief	6,250	9,688	8,282
Shawnee	Police Chief	6,185	8,968	8,222
Leawood	Police Chief	5,758	10,186	8,466
Olathe	Police Chief	5,631	8,446	8,446
Mission	Chief	5,850	8,483	6,413
Prairie Village	Police Chief	6,000	8,300	8,299
Merriam	Police Chief	5,398	7,557	7,557
Gardner	Public Safety Director	4,842	6,777	6,777
Fairway	Chief of Police	5,416	5,416	5,416
Roeland Park	Chief of Police	4,500	5,600	5,050
Westwood	Police Chief	3,750	5,625	5,445
Median – Johnson County		5,695	8,373	
RECOMMENDED		6,000	8,400	
RECOMMENDED % INCREASE		0%	1%	

NOTES: Compared with MARC 2005 *Salary & Fringe Benefit Survey of Local Governments*, Police Chief position.

COMPARATIVE JOB DESCRIPTION: Administers the activities of the police department.

RECOMMENDATION: Maintain the minimum monthly salary at \$6,000 and increase the maximum monthly salary 1% from \$8,300 to \$8,400.

FINANCIAL IMPACT: None. The City's Police Chief is currently compensated at a rate higher than the proposed minimum.

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

Issue:

Should the City implement a "paperless packet" for City Council meetings?

Background:

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 meeting. These packets are copied and assembled by the City Clerk's staff and delivered to elected officials' homes by a Police Officer.

Preparation and distribution of Council packets requires a significant amount of both time and materials. The creation of each packet requires 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 have instituted "paperless packet" systems to electronically distribute meeting packets to elected officials and also make these materials more accessible to the public by posting meeting packets on government web sites. In some instances, elected officials are provided with notebook computers with which they can access meeting packets, e-mail, etc.

Producing a "paperless packet" for Council meetings would result in a total cost savings of \$4,633/year. This results from reducing staff time required to prepare meeting packets from 8 hours to 1 ½ hours and a reduction in paper costs from \$45/packet to only \$2/packet.

Initial Investment

Implementing a paperless packet system would require an initial investment in equipment and services, including:

- Notebook computers and software
- Internet access
- Printers

If equipment and internet access were provided to all elected officials, the initial start-up costs for the program would be \$31,075.

Recurring Costs

To continue providing paperless packets, ongoing costs would include internet access fees, printer toner, software license updates, and planning for scheduled computer replacement. If all elected officials were to participate in the program, ongoing costs would be \$5,525.

Net Costs

As mentioned earlier, paperless packets could save approximately \$4,633/year. However, after the initial investment in the program is made, recurring costs would exceed the savings by \$892/year. Again, this is based on the assumption that all elected officials participate in the program.

While the program would not result in a net cost savings, there are benefits that should be considered, including allowing City staff to spend more time assisting citizens and saving 130,000 sheets of paper annually.

Implementation

If this type of program were implemented, Council meeting packets would be prepared, distributed, and accessed as follows:

Preparation

- A "Master Packet" would be created
- This packet would be converted into a PDF file accessible to anyone using Adobe Acrobat Reader.

Distribution

- The packet would be posted on the City's web site
- Elected officials would receive an e-mail notifying them that the packet is available
- Elected officials would review their Council packet on-line or download the packet to their notebook PCs
- Elected officials would be provided with printers allowing them to print a portion of the packet if necessary.

Access during Council Meetings

- Elected officials would bring their notebook PCs to the Council meeting, viewing the packet on the computer screen during the meeting.
- A printer would be available in the Council Chambers in case a portion of the packet needed to be printed during the meeting.

Financial Impact

Start-up costs for this program would vary depending on the number of elected officials participating. If all participate, start-up costs would be approximately \$31,000, with recurring costs of \$5,525 annually.

Funds are not budgeted for the program at this time. However, funds from the 2005 or 2006 Contingency could be used to initiate this program, or the program could be included in the 2007 budget.

PAPERLESS PACKET COST ESTIMATES

Description	Qty	Unit \$	Total \$	Notes
Internet Access Allowance	13	\$ 325	\$ 4,225	\$25/month Allowance. Elected Officials choose their ISP
Notebook PC	13	\$ 1,200	\$ 15,600	Notebook PC with Wireless Networking
Microsoft Office License	13	\$ 400	\$ 5,200	
Antivirus Software	13	\$ 50	\$ 650	
Adobe Acrobat License	1	\$ 300	\$ 300	For City Clerk's Office
Carrying Case	13	\$ 50	\$ 650	
Printer for Council Chambers	1	\$ 350	\$ 350	Printer + Wireless Print Server
Printer for Elected Officials	13	\$ 200	\$ 2,600	USB B/W Laser Printer
Contingency			\$ 1,500	
Total Start-up Costs			\$ 31,075	
Recurring Costs				
Internet Access	13	\$ 325	\$ 4,225	Allowance for Internet Access. Elected Officials choose their ISP
PC Replacement	13	\$ 300	\$ 3,900	Assumes 4 year life cycle
Software License renewals	13	\$ 50	\$ 650	Annual Anti-Virus renewal
Printer Toner	13	\$ 75	\$ 975	Assumes 1 cartridge/year
Total Recurring Costs			\$ 5,525	
Savings (Time & Materials)			4,633	
Net Savings			(892.25)	

PAPERLESS PACKET COST COMPARISON

Description	Qty	Unit \$	Total \$	Notes
Cost of Paper Packet				
Paper	225	\$ 0.01	\$ 45	
Staff Time (hrs)	8	18	\$ 144	
Total Cost/ paper packet			\$ 189	
Paper packet cost/year			\$ 5,481	
Cost of Paperless Packet				
Paper	225	\$ 0.01	\$ 2	
Staff Time	1.5	18	\$ 27	
Paperless packet cost			\$ 29	
Paperless cost/year			\$ 848	
Savings by going paperless			4,633	
Assumptions				
Paper Cost/sheet			\$ 0.01	
EE Cost/Hr			18	
Avg. packet size (pgs)			225	
Packet sets made			20	
Sheets/packet			4500	
Sheets/year			130500	
Packets/year			29	2/month + 5 budget meetings
Paper Packets Made			1	

Issue: Schedule for preparation of 2007 Budget

Background:

Discussion and consideration of the 2006 Budget began late last year as noted in the attached schedule. Most of the budget review and discussion was scheduled for a Council meeting evening at the regular committee time. Two special budget work sessions were held on other Monday nights in May.

If Council members were satisfied with the schedule and amount of time spent on elements of the budget, we can follow a similar schedule next year.

**This item was continued the last time it was considered at the Council Committee meeting. The concern at that time was that the process did not involve enough meetings for elected officials to feel comfortable that they had adequate information about the proposed budget. Meetings can be scheduled throughout May and June to fulfill the request for additional information and meetings.

Calendar for the 2006 Budget

November, 2004	General instructions to budget preparers
December, 2004	Council approval for budget schedule
December, 2004 – January, 2005	Department managers prepare capital equipment budgets
February, 2005	Department managers prepare operating budgets Presentation to Council of capital equipment budget Capital equipment budget approved
March, 2005	Finance Director submit budget worksheets to department managers Department managers prepare operating budgets
April, 2005	Department managers submit budgets to City Administrator Presentation to Council of capital project budget Capital project budget approved Budget workbook presented to Council
May, 2005	Presentation of preliminary budget to Council Presentation of Public Works and Public Safety operating budgets to Council Presentation of Governance, Municipal Court, Administration and Community/Parks and Recreation budgets to Council Discussion of budget overview, compensation plan, VillageFest, and Drug and Alcohol Program
June, 2005	Discussion of 2006 VillageFest and Compensation plan
July, 2005	Council authorization for publication of Public Hearing Notice publication
August, 2005	Public Hearing and adoption

City Council Meeting

November 21, 2005



Dinner will be provided by:

Dragon Inn

*Chicken with Cashew Nuts
Shrimp & Seasonal Vegetables
Spicy Shredded Beef, Szechuan Style
Sweet & Sour Pork
Steamed Vegetables*

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, November 21, 2005
7:30 p.m.**

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC PARTICIPATION

New Business Recognition – The Goodwin Group

Recognition of Kay Wolf

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 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. Approved authorized agents for the City of Prairie Village deposits at Commerce Bank; Mayor Ronald L. Shaffer, City Administrator Barbara Vernon and City Clerk Joyce Hagen Mundy
10. Ratify the Mayor's appointment of Wayne Vennard to complete the unexpired term of Kay Wolf as Council Representative for Ward 5

By Committee:

11. Reject all bids received for Project 190854: 2005 Pavement Repair Program (Policy/Services Committee Minutes – November 7, 2005)
12. Approve 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 (Policy/Services Committee Minutes – November 7, 2005)
13. Adopt Resolution 2005-05 authorizing the placement of yield signs at the intersection of 84th Street and Fontana, north and south entrances (Legislative/Finance Committee Minutes – November 7, 2005)

14. Adopt an Ordinance amending additions to Section 9.16 of the Uniform Public Offense Code to read: "It is lawful for any person to engage in picketing before or about the residence or dwelling of any individual in the City (Legislative/Finance Committee Minutes – November 7, 2005)
15. Approved 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 (Legislative/Finance Committee Minutes – November 7, 2005)
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 (Legislative/Finance Committee Minutes – November 7, 2005)
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 (Legislative/Finance Committee Minutes – November 7, 2005)
18. Approve the Learn to Swim Agreement with Johnson County Parks & Recreation to provide swim lessons during the 2006 pool season (Legislative/Finance Committee Minutes – November 7, 2005)

V. OATHE OF OFFICE – Councilman Wayne Vennard, Ward 5

VI. COMMITTEE REPORTS

Council Committee of the Whole

COU2004-20 Consider No Smoking Ordinance

Policy/Services Committee – Al Herrera

POL2005-31 Consider Canterbury Sidewalk Petition

Legislative/Finance Committee – Ruth Hopkins

LEG2005-38 Consider Revisions to Fence Ordinance

VII. OLD BUSINESS

Consider Sale of General Obligation Refunding Bonds

VIII. NEW BUSINESS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

If any individual requires special accommodations -- for example, qualified interpreter, large print, reader, hearing assistance -- in order to attend the meeting, please notify the City Clerk at 381-6464, Extension 4616, no later than 48 hours prior to the beginning of the meeting.

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

Monday, November 21, 2005

**COUNCIL
CITY OF PRAIRIE VILLAGE
November 7, 2005
-Minutes-**

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 7, 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, Laura Wassmer, Pat Daniels, Jeff Anthony, Kay Wolf 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; Tom Trienens, Manager of Engineering Services; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

PUBLIC PARTICIPATION

No one was present to address the Council.

CONSENT AGENDA

Kay Wolf moved the approval of the Consent Agenda for Monday, November 7, 2005:

1. Approve Regular Council Meeting Minutes – October 17, 2005
2. Approve Claims Ordinance #2620
3. Approve the continuation of the existing rental agreement with FP Mailing Solutions for the rental of a postage meter and scale for 2006 at a cost of \$140 quarterly with funding from the City Clerk's Operation Budget
4. Approve the continuation of the following ongoing or multi-year agreements for 2006:
 - Board of Police Commissioner – ALERT System Participation
 - Dictaphone Corporation – Lease for Voice Logger
 - Ericsson, Inc – EDACS FX PD Software & Maintenance
 - City of Fairway – Building Inspector Services
 - DataMax – Public Works Copier
 - Highwoods Properties – PW Storage Building Lease
 - Johnson County Wastewater – Right-of-Way Agreement
 - Kansas City Crime Stoppers – TIPS Hotline
 - Leadsonline, Inc. – Public Safety Property Software Program
 - Mid America Regional Council – 800 MHz Radio Agreement
 - Mid America Regional Council – 9-1-1 Agreement
 - Midwest Office Technology – PD and CC Copier Leases
 - MHM Business Services – 125 Program Administration
 - New World Systems – IBM Support for CAD System
 - PayData – Payroll Services
 - FP mailing Solutions – PD Postage Meter Lease
 - Southwestern Bell – Pay Phone Lease
 - Sprint Telephone – Telephone System Lease

Water District #1 – Right of Way Agreement

Why Struggle – Web Site Agreement

5. Approve agreement for Employee Appreciation Dinner at the New Dinner Theatre Restaurant.
6. Adopt Ordinance 2108 approving a Special Use Permit for the operation of a Child Care Program by the Kansas City Autism Training Center at the Congregation KOL AMI Property described as 7501 Belinder, Prairie Village, Kansas.

A roll call vote was taken with the following members voting “aye”: Herrera, Griffith, Hopkins, Noll, Wassmer, Daniels, Anthony, Wolf and Belz.

COMMITTEE REPORTS

Policy/Services Committee

POL2005-32 Consider Tree Trimming Area 43

On October 21, 2005, the City Clerk opened bids from VanBooven Landscape and Tree Care in the amount of \$30,877.50 and Shawnee Mission Tree for \$36,400.00.

On behalf of the Policy/Services Committee, Al Herrera moved the City Council award the bid for Tree Trimming of Area 43 to VanBooven Landscape and Tree Care in the amount of \$30,877.50 with funding from the 2005 Public Works Operating budget. The motion was seconded by Pat Daniels and passed unanimously.

OLD BUSINESS

Consider Storm Drainage Engineer Consultant

Bob Pryzby reviewed the selection process followed by the City for the position of Storm Drainage Engineer Consultant. He noted the probable impact of delaying the selection on Capital Improvement Projects.

Mr. Pryzby acknowledged the importance of long term relationships but stated he believes the integrity of the City process in selecting a consultant outweigh long term relationships. He stated if the City wanted to receive future proposals from firms, it has to adhere to the recommendation of URS to serve as the City’s storm drainage consultant.

Bill Griffith confirmed the City’s existing process was followed and noted the staff recommendation is for design only of the 2006 Drainage Repair Program.

Al Herrera confirmed the agreement could be broken for cause. Mr. Pryzby noted there is no agreement at this time. The agreement will be prepared in conjunction with the 2006 Storm Drainage Program.

Laura Wassmer thanked Mr. Pryzby for his staff report noting it provided the information she needed having not been directly involved in the selection process.

Kay Wolf moved the City Council approve the selection of URS for design only of the 2006 Drainage Repair Program. The motion was seconded by Ruth Hopkins and passed unanimously.

NEW BUSINESS

Ruth Hopkins noted she recently received a homes association map from Mr. Pryzby that clearly identified the homes associations located within the City and encouraged other Council members to get copies of the map.

Pat Daniels asked for an update on the Prairie Village Gift Card Program. Doug Luther stated the program has been operational for a year with sales of \$25,000. for the first year. The on-line sale of cards is active and being used. Both the City and the Prairie Village Merchants Association are gearing up for holiday sales.

Tom Trienens reported the contractor will be redoing the right lane of Mission Road north of 75th Street to 74th Street. The street was designed with a slope to ensure the flow of water to the drainage outlets. During inspection the engineer failed to notice the change in the slope was not constructed. On final inspection, by city staff it was discovered the change was not made. The cost for the rework will be incurred by the contractor and engineer. Mr. Trienens apologized for tearing up the street again, but noted he felt it was worth redoing the street to have it correct. Mr. Griffith stated although the Council may appear upset, they support City staff requiring the work be done correctly.

Bob Pryzby reported the work on Prairie Park is almost finished. Planting is being done this week and sod will be put down next week. The equipment for the park is in and will be installed as soon as possible.

Mr. Pryzby also noted the landscaping for the skate park has been completed and Mission Hills has been billed. Chief Grover noted the vandalism and police calls to the skate park have reduced significantly. He felt there were several factors for the decrease including arrests, conversations with parents, the skaters and the park committee and others.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Park and Recreation Committee

11/09/2005

7:00 p.m.

Sister City	11/14/2005	7:00 p.m.
Prairie Village Arts Council	11/16/2005	6:00 p.m.
Environmental/Recycle Committee	11/16/2005	7:00 p.m.
Council Committee of the Whole	11/21/2005	6:00 p.m.
City Council	11/21/2005	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 opening reception will be held on November 11th, from 6:30 – 7:30 p.m.

Peanut Butter Week has ended. The total amounts received this year:

5,600 pounds of Peanut Butter

\$1,145 monetary donations

Thanks to everyone who participated.

The Mayor's Holiday Tree Lighting will be on Monday, November 28th at the Municipal Offices.

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.

Contact Lauren no later than Monday, November 7 if you plan to attend the Dinner Theater event February 3.

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

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 7:55 p.m.

Joyce Hagen Mundy
City Clerk

CONSENT AGENDA

CONSIDER RENEWAL OF ALLIED EXTERMINATORS CONTRACT FOR 2006

Issue:

Should the City of Prairie Village renew the agreement with Allied Exterminators for rodent control for 2006?

Background:

Allied Exterminators has provided rodent control for the City each year since 1997. There have been no changes in terms and conditions from last year; this is merely a renewal for maintenance.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND ALLIED EXTERMINATORS IN 2006.



specializing in the control of

TERMITES, ROACHES, BIRDS, WEEDS,
RODENTS AND OTHER INSECTS

5757 MERRIAM DRIVE / SHAWNEE-MISSION, KANSAS 66203 / PHONE: 913-432-4900 / FAX: 913-432-4903

City of Prairie Village
7710 Mission Road
Prairie Village, Kansas 66208
Attn: Jennifer Wright

Thursday, November 03, 2005

NOV 7 2005

Thank you for allowing Allied Exterminators, Inc. To bid on the 2006 Rodent Control Contract.

This contract is to cover the initial baiting and rat complaints called in by property owners of the City.

The initial baiting is to cover the following areas:

1. 3900-41 block, 89th-91st street
2. 4600 W. 82nd-82nd and Roe
3. Creek behind Prairie School, 67th and Mission Rd.
4. Catch basins, SAGAMORE to Eaton, 75th and 76th Streets
5. Catch basins, Eaton to State Line, 74th and 75th Streets
6. Brush Creek; Lamar to Mission Rd. includes creek at 71st Terr. East to Mission Rd.
7. Creek West to Norwood, 77th to 79th Streets
8. Creek 71st and Mission Rd., North to 66th and Mission Rd.
9. Creek behind Indian Hills Middle School, 63rd and Mission Rd.

The initial baiting will cost \$ 800.00. This price is based on 25 hours at \$32.00 per hour. After the initial baiting Allied Exterminators, Inc. Will handle all rat complaints in the City called by Code Enforcement or the Animal Control Office. The price for this service again will be \$ 32.00 per hour. This contract will automatically renew each year unless written notice by either party is given.

If you have any questions please call 913-432-4900.

Proposed:

Leland E. Herman, Vice President

Accepted

Ronald L. Shaffer, Mayor
City of Prairie Village

Date: 11/3/05

Date: _____

CONSENT AGENDA

CONSIDER RENEWAL OF BLUE VALLEY PUBLIC SAFETY CONTRACT FOR 2006

Issue:

Should the City of Prairie Village renew the agreement with Blue Valley Public Safety for maintenance of the City's outdoor warning siren system for 2006?

Background:

Blue Valley Public Safety has maintained the siren system for the City's outdoor warning each year since 1984. Although some of the maintenance prices have increased slightly, there have been no changes in terms and conditions from previous years -- this is merely a renewal for maintenance.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND BLUE VALLEY PUBLIC SAFETY IN THE AMOUNT OF \$2,988.00 TO BE PAID OUT OF 1-3-21-5240 FOR 2006.

MAINTENANCE AGREEMENT

BLUE VALLEY PUBLIC SAFETY

Blue Valley Public Safety Inc.

509 JAMES ROLLO DRIVE, PO BOX 363
GRAIN VALLEY, MO 64029
(816) 847-7502

PO #
Maintenance Period
01-01-06 thru 12-31-06
Payment Period

Customer Address City of Prairie Village ATTN: Jennifer 7700 Mission Road Prairie Village, KS 66208 Phone Attention of	Billing Address
--	-----------------

Qty.	Model and Description	Unit per Month	Month Total	Annual
2	M/N 2T22 Sirens	20.00	40.00	
2	M/N ARCH Radio Controls	10.50	21.00	
4	M/N 2001 Sirens	15.50	62.00	
4	M/N FCTD Radio Controls	15.50	62.00	
16	2001BATT - Batteries	4.00	64.00	
Month Total:			249.00	
ANNUAL TOTAL:				

Vendor #	Inv. #		
(COMPLETE)		P.O. #	1772
Acct. <u>1-3-21-5240</u>	Amt. \$		\$ 2,988.00
Acct. _____	Amt. \$		2,988. ⁰⁰
Acct. _____	Amt. \$		
Acct. _____	Amt. \$		

BLUE VALLEY PUBLIC SAFETY

CUSTOMER
City of Prairie Village, KS

Norma R. Cates, Office Manager

By:

Ronald L. Shaffer, Mayor

Date: 10/25/2005 2:00 PM

Date:

11/21/2005

CONSENT AGENDA

CONSIDER RENEWING THE AGREEMENT FOR TECHNICAL SUPPORT WITH MEDTRONIC CORPORATION FOR 2006

Issue:

Should the City of Prairie Village renew the agreement for technical support with Medtronic Physio-Control Corp. for the Department's automatic external defibrillators (AEDs) for 2006?

Background:

Seven automatic external defibrillators (AEDs) are placed in Department vehicles: one in each patrol district vehicle, one in the shift supervisor's vehicle and one in the Traffic Unit's vehicle. The attached agreement, originally approved in 2001, provides one on-site inspection of our AEDs per year, establishes a record of the inspection, provides a free lithium battery if required. In addition, if major service is required, the agreement provides the Department with a "loaner" AED to ensure consistent public service.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT WITH MEDTRONIC PHYSIO-CONTROL CORP. FOR TECHNICAL SERVICE SUPPORT FOR THE POLICE DEPARTMENT'S AEDS FOR THE AMOUNT OF \$1,750.00 TO BE PAID OUT OF 1-3-25-5160 FOR 2006.

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 13137201
PRAIRIE VILLAGE POLICE DEPT
7710 MISSION
PRAIRIE VILLAGE, KS 66208

Bill To # 13137201
PRAIRIE VILLAGE POLICE DEPT
7710 MISSION
PRAIRIE VILLAGE, KS 66208

This Technical Service Support Agreement begins on 1/1/2006 and expires on 12/31/2006.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Medtronic's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$1,750.00 per term, payable in Quarterly installments.

Special Terms

10% DISCOUNT ON ACCESSORIES
10% DISCOUNT ON ALL ELECTRODES

Accepted: MEDTRONIC Emergency Response Systems, Inc. Customer: City of Prairie Village

By:

By: City of Prairie Village

Title:

Print: Ronald L. Shaffer

Date:

Title: Mayor

Date: 11/21/2005

Purchase Order Number:

Territory Rep: WEMM60
Smith, Douglas
Phone: 800-442-1142 x2773
FAX: 800-772-3340

Customer Contact:
Wes Jordan
Phone: 913-385-4621
FAX:

Reference Number: M60-1478
Printed: 11/9/2005

Renewal
Page 1 of 5

MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS

Medtronic Emergency Response Systems, Inc.'s ("Medtronic") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Medtronic agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Medtronic by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Medtronic.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Medtronic service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Medtronic freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Medtronic service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Medtronic freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Medtronic will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Medtronic product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Medtronic in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Medtronic's request.

EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Medtronic under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Medtronic; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Medtronic will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Medtronic is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Medtronic at Medtronic's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Medtronic shall be payable by Customer within thirty (30) days of Customer's receipt of Medtronic's Invoice (or such other terms as Medtronic confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Medtronic for any taxes assessed Medtronic. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Medtronic warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Medtronic of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Medtronic makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL MEDTRONIC SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Medtronic may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Medtronic for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

DELAYS

Medtronic will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license of permit, and Medtronic's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Medtronic's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Medtronic's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Medtronic's prior written consent.
- b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Medtronic and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Smith, Douglas, WEMM60
 District: MIDWEST
 Phone: 800-442-1142 x2773
 FAX: 800-772-3340

Equipment Location: PRAIRIE VILLAGE POLICE DEPT, 13137201
 7710 MISSION
 PRAIRIE VILLAGE, KS 66208

Scope Of Service LP500 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3005400-300	11312356	1	1/1/2006	12/31/2006	1
LIFEPAK® 500	3005400-300	11312355	2	1/1/2006	12/31/2006	1
LIFEPAK® 500	3005400-300	11312354	3	1/1/2006	12/31/2006	1
LIFEPAK® 500	3005400-300	11312352	4	1/1/2006	12/31/2006	1
LIFEPAK® 500	3005400-300	11358533	5	1/1/2006	12/31/2006	1
LIFEPAK® 500	3011790-001129	33123978	6	1/1/2006	12/31/2006	1
LIFEPAK® 500	3011790-001129	33123979	7	1/1/2006	12/31/2006	1

** Denotes an inventory line that has changed since the last contract revision or addendum.

MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 500 AED INSPECTION-ONLY WITH BATTERY OPTION

- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Medtronic at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts.
- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Medtronic shall replace said Medtronic Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic battery. Any repairs, as determined by a Medtronic Service Representative, resulting from the use of a non-Medtronic battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.
- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays).

CONSENT AGENDA

CONSIDER RENEWAL OF MIDWEST POWER FILES CONTRACT FOR 2006

Issue:

Should the City of Prairie Village renew the agreement with Midwest Power Files for maintenance of the power file in the Records Unit for 2006?

Background:

The Police Department uses the services of Midwest Power Files to perform maintenance work on our power file system. There have been no changes in the terms and conditions from previous years; this is merely a renewal for maintenance services.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND MIDWEST POWER FILES IN THE AMOUNT OF \$530.00 TO BE PAID OUT OF 1-3-22-5240 FOR 2006.



Midwest Power Files

OFFICE SYSTEMS AND EQUIPMENT

3133 Merriam Lane • Kansas City, Kansas 66106

(913) 432-2365 • FAX (913) 432-0327

MAINTENANCE CONTRACT

Prairie Village Police Dept.
7700 Mission Road
Prairie Village, KS 66208

Date: 11/3/05

Attn: Jennifer Wright, Off.Mgr.
Ph.-385-4607

Contract Period from 1/1/06 to 12/31/06

Mechanical service to be furnished during established business hours of Midwest Power Files, Monday thru Friday, 8:00AM to 4:30PM, excluding holidays. The maintenance provided shall include preventive maintenance, corrective maintenance, and parts replacement as set forth below. Maintenance service and parts replacement does not cover repairs or parts required because of accident, fire, water, abuse, or misuse, nor does it cover overhauling of equipment. Service requested during other than established business hours will be charged at the rates then in effect.

A Preventive maintenance inspection shall be performed once per year and shall consist of adjustments and replacement of unserviceable parts. Preventive maintenance may be performed in conjunction with remedial service. New or rebuilt parts will be furnished on an exchange basis when installed by Midwest Power Files.

Midwest Power Files reserves the right to examine equipment under this contract, and in the event the equipment requires overhauling or rebuilding, an estimate will be submitted for approval before work is started. It is also agreed between the parties hereto that this contract shall continue in force for a period of twelve months, unless otherwise noted, and shall continue automatically there after from year to year for further annual periods at prices in effect at the time of such renewals. Failure to make any payment due on this contract shall constitute default without any written notice required from subscriber.

Maximum liability assumed by Midwest Power Files for any special, indirect, consequential, or exemplary damages or for failure to render service for any cause beyond our control shall not exceed total amount actually paid for service during the final term of this contract.

<u>Type of equipment</u>	<u>Model</u>	<u>Serial #</u>	<u>Amount</u>
White PowerFile	73144	3318	\$530.00

Parts are subject to availability, original install 9/78.

Upon acceptance, please sign and return copy, retain original for your records.

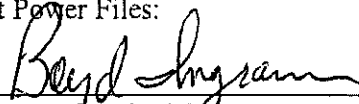
City of Prairie Village, KS

Accepted by: _____

Ronald L. Shaffer, Mayor

Date: 11/21/2005

Midwest Power Files:


Boyd Ingram, Service Manager

Issue: Consider Sales and Maintenance Agreement with Unisource Document Products for Kyocera KM-7530 Digital Copier and Kyocera 5016 Color Printer

Background:

On December 20, 2004, the City Council approved the purchase of a Kyocera KM-7530 Copier and Kyocera 5016 Color Printer through Unisource Document Products. Attached is the maintenance agreement for this equipment. The agreement has been reviewed by the City Attorney.

Financial Impact:

The monthly maintenance for the digital copier is based on 25,000 monthly at a rate of \$215.00 with copies over that amount billed at .0086 per copy. The monthly maintenance for the color printer is based on a per copy charge of .099 per copy. The estimated number of color copies per month is 75 for a cost of \$7.50. Funding for the maintenance of both machines is included in the 2006 City Clerk's operating budget.

Recommendation:

RECOMMEND THE CITY COUNCIL APPROVE THE RENEWAL OF AN ANNUAL SERVICE AGREEMENT WITH UNISOURCE DOCUMENT PRODUCTS FOR THE 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.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

FULL SERVICE MAINTENANCE AND SUPPLY AGREEMENT



551 Quivira
 Lenexa, Kansas 66215
 Phone: (913)599-0299 Fax: (913)599-0913

Agreement Number:
 Installation Date:
 Contract Dates:

Sales Rep.	Joni R. Hotujac	
Beginning	12/21/2005	
Ending	12/20/2006	

CUSTOMER INFORMATION:

EQUIPMENT INFORMATION:

COMPANY NAME
City of Prairie Village

ADDRESS SUITE
700 Mission Road

CITY, STATE ZIP CODE
Prairie Village, KS 66208

PHONE # FAX #
913-385-4616 913-381-7755

EMAIL ADDRESS CONTACT NAME
Joyce Hagen Mundy

MANUFACTURER: **Kyocera**

SERIAL #: **AJA3003399** **ABQ4110869**

MODEL #: **7530** **5016**

LOCATION:
 ID #: **D0685** **D0924**

BEGINNING METER: **Renewal**

BEGINNING MASTER

OTHER INFORMATION:

MAINTENANCE PRICING:

MONTHLY QUARTERLY ANNUAL

Payment of \$: 215.00 Includes # of copies : 25,000
 Copies over: 25,000 Will be billed at the rate of: 0.0086 per copy
 All Color Copies Billed @ 0.099 per copy

AGREEMENT INCLUDES THE FOLLOWING SUPPLIES:

- | | |
|---|----------------------|
| <input type="checkbox"/> INK | Other Supplies _____ |
| <input checked="" type="checkbox"/> TONER | Other Supplies _____ |
| <input type="checkbox"/> PAPER | Other Supplies _____ |
| <input type="checkbox"/> STAPLES | Other Supplies _____ |
| <input type="checkbox"/> MASTERS | Other Supplies _____ |
| <input checked="" type="checkbox"/> DEVELOPER | Other Supplies _____ |
| <input type="checkbox"/> CLEANING SHEETS | Other Supplies _____ |
- There is a charge to ship supplies* **\$7.50**

This maintenance agreement provides preventative maintenance, parts, labor and all service calls (as requested) during regular business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, for the time period stated above. Specifically, this agreement will cover all parts, labor, maintenance and supplies (see supply section listed above). If the equipment cannot be repaired at the customer's location, Unisource Document Products (UDP) will provide a loaner free of charge until the customer's machine is repaired back to the standards demonstrated upon installation. All contracts are valid for 1 year (12 months) from the date of installation, and will automatically renew on an annual basis unless UDP is notified 30 days in advance. UDP may increase cost(s), not to exceed 10% on a monthly, quarterly or annual basis.

All customers who are not under a maintenance agreement program will be charged for service on a time and parts basis; with an hourly rate of \$95.00 per hour, plus parts and supplies; and a trip charge of \$45.00 per call. Service calls on a time and parts basis will be performed only after authorization from the customer.

All calls regarding computer related software or IT questions and support will be billed at a rate of \$120.00 per hour unless a connectivity agreement is in place.

This agreement is not assignable without written consent by both parties, and does not cover costs occasioned by neglect, misuse or accidents. Damages caused by the use of inferior supplies are not covered under this agreement.

Customer Acceptance: This agreement consisting of the terms & conditions appearing is hereby approved, accepted & executed by the respective parties, hereto on the dates set forth adjacent to their signatures.

Customer Signature (Required)	Date	Print Name & Title (Required)
	11/7/2005	Joni R. Hotujac
UDP Authorized Signature (Required)	Date	Print Name & Title (Required)

PK2005-06: Consider 2006 50+ Programming Contract

Background:

For many years the City has contracted with the Johnson County Parks & Recreation District to offer 50+ programming in the Prairie Village Community Center. The actual programming offered has varied over the years depending upon the level of interest and availability of staff. The most popular of these programs which still meets each Tuesday and Thursday from 7:00 – 8:30 a.m. is the 50+ Exercise Class. All administration of the programming rests with the County including setting fees. Quarterly throughout 2006 the County will send the City Clerk's Office facility reservation requests which spell out what programs will be offered and at what times.

This contract does not spell out what programs are to be offered, but acts more as a facility reservation assurance between the County and the City. This is the first year this contract has come through the Parks & Recreation Committee for review. For this reason it is not on the consent agenda this year.

Recommendation:

The Parks & Recreation Committee recommends approval of the PK2005-06: 50+ Programming 2006 Contract.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

2006 CITY OF PRAIRIE VILLAGE 50 PLUS FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of November, 2005, by and between the City of Prairie Village, Kansas, hereinafter referred to as the "City", and the Johnson County Park and Recreation District, hereinafter referred to as the "District", each party having been organized and now existing under the laws of the State of Kansas.

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

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

WHEREAS, the City has facilities available for such programs; and

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

WHEREAS, K.S.A. 12-2901 et seq., and amendments thereto, entitled the "Interlocal Cooperation Act", authorize the parties hereto to cooperate in sponsoring recreational and cultural programs for the aforesaid reasons; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the ____ day of _____, 2005; and

WHEREAS, the Governing Body of the District did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of November, 2005.

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

1. The District shall have access to and the use of city facilities for the term, times and use as hereinafter mutually agreed upon.
2. Duration of Agreement and Termination - This agreement shall be in effect from **January 1, 2006** through the period ending **January 1, 2007** provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for

30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.

3. No Legal Entity Created - There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement - The purpose of this agreement is to facilitate cooperation in the establishment and operation of recreational and cultural programs and to define responsibilities for the operation, finances, publicity, facility maintenance, and other matters pertaining to the programs.
5. Financing - Except as may be otherwise provided herein, the District shall provide all funding and personnel necessary to manage the 50 Plus programming.
6. Acquisition Holding, and Disposal of Property - The city facilities shall remain the property of the City. The District may not install any fixtures or make any physical changes to the premises and facilities of the City. Any equipment used in the city facilities will either be owned by the City or the District as listed in Appendix A. No equipment is to be jointly owned. In the event that this agreement is terminated, all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided in this agreement. The District will be responsible for the set up of the facility.
7. Administration of Agreement - The 50 Plus program at the Prairie Village City facilities shall be administered by the District.

8. Responsibilities

The District

- a. Shall provide all support supplies needed to maintain the programs to include office supplies, printing, etc., the cost to be the responsibility of the District.
- b. Shall provide all necessary personnel to establish and maintain quality programs.
- c. Shall permit only persons qualified to conduct programs, to instruct, lead or supervise the classes. It is the responsibility of the District to ensure that the instructors are qualified.
- d. Shall provide an annual report to the City Administrator which will include the number of programs, the number of people served, residency of persons served, an inventory of equipment, the class fee structure.

- e. Shall be responsible for moving tables and chairs to accommodate the programs conducted by the Parks and Recreation District. The District shall also be responsible for replacing the tables and chairs in the positions required, if such placement does not occur a \$25 maintenance fee will be charged.

The City:

- a. Shall provide access to the Community Center and Municipal Building facilities during days and times agreed upon by the City and the District for programs. The City may choose to provide access at other dates and times provided that such approval is in writing and agreeable to both parties.
 - b. Shall furnish tables and chairs.
 - c. May provide access to kitchen facilities as required for special events, said access to be during non-lunch hours.
9. Indemnification - The District shall defend the City, its officers, and agents for any claim or cause or action resulting from this contract; and further, the District shall indemnify and hold harmless the City for any claim or cause of action arising from the contract.
 10. Disclaimer of Liability - The City shall not be liable or obligated to the District or any participants in the program for any injuries or damages sustained while participating in any of the programs or for any damage incurred to the District or participants in its programs upon the premises by fire, theft, casualty, acts of God, civil disaster, and other occurrences and events beyond the control of the City.
 11. Insurance - The District shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect the District and the City against all hazards or risks generated by the District and the City against all hazards or risks generated by the District or any of its agents. The District shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured. The Certificate shall list the following insurances:

Commercial General Liability

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

12. Miscellaneous Provisions By the terms of this agreement, the 50 Plus program is a program of the District; provided, however, since the City is providing the facilities for the programs, every effort shall be made by both agencies to inform the participants and the public that the programs are made possible through the joint efforts of the District and the City.
13. Verbal Statements Not Binding - It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written agreement.
14. Inspection of Premises by City - The City shall have the right to inspect the premises and facilities occupied by the District at all reasonable times.
15. Provisions Separable - It is the intent of the parties hereto in the preparation and execution of the agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
16. Nonassignability of Agreement - This agreement shall not be assigned, transferred, or sold, nor the premises and facilities corporation, in whole or part, except with the express written consent of the City.
17. Placing Agreement in Force - The City shall cause three copies of this agreement to be executed and each party hereto shall receive a duly executed copy of this agreement for its official records.

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

DATE: _____

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

Charles Wetzler, City Attorney

DATE: _____

JOHNSON COUNTY PARK AND
RECREATION DISTRICT

Dr. Marvin E. Wollen, Chair
BOARD OF COMMISSIONERS

ATTEST:

Jack M. Epps, Secretary

APPROVED AS TO FORM:

District Legal Counsel

APPENDIX

This appendix lists the equipment referenced on page 2 paragraph 6 of the Facility Use Agreement between the City of Prairie Village and Johnson County, Kansas for the use of the Prairie Village Community Center:

The following equipment is solely the property of the City of Prairie Village

Description

Garbage Disposal - in-sink Erator (Pro-Series)
Refrigerator/Freezer
 Whirlpool-ET20DKXS
Tile Wall Mural
Television/VCR Unit – installed on ceiling
 RCAVG4240 (donated to the City)
Piano (donated to City by Unitarian-Universalist Fellowship)
Dover Grey Folding Tables
 5 - 30 x 96
Blue Padded Chairs - 45

CONSENT AGENDA

CONSIDER EXTENSION OF OTIS ELEVATOR COMPANY MAINTENANCE AGREEMENT FOR 2006

Issue:

Should the City of Prairie Village enter into a new maintenance agreement with Otis Elevator Company for the Public Safety Center's elevator for 2006?

Background:

Otis Elevator Company has maintained the elevator in the Public Safety Center since 1996. For 2006, Otis has lowered the annual maintenance rate from \$2,808.00 to \$2,280.00, which is guaranteed for the next five-year period.

Approval is requested to enter into a new maintenance agreement with Otis Elevator Company for 2006, with funding from the Public Safety's operating budget - line item 1-3-21-5210. The City Attorney has reviewed and approved the new agreement.

Recommendation:

Staff recommends approval of the agreement between the City of Prairie Village and Otis Elevator Company in 2006.

OTIS

DATE: November 3, 2005

TO:
Prairie Village Police Station
7710 Mission Road
Prairie Village, KS 66208

FROM:
Otis Elevator Company
1100 West Cambridge Circle Drive
Suite 100
Kansas City, KS 66103

EQUIPMENT LOCATION:
Prairie Village Police Station
7710 Mission Road
Prairie Village, KS 66208

PROPOSAL NUMBER: TMK3869

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
One	Otis	Hydraulic	452531

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS[®] standard work processes developed and continuously improved by Otis.

OTIS MAINTENANCE - Prairie Village Police Department

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an ADA call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the ADA call. The visit will be treated as a Callback outside of regular working hours.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS® program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – e*SERVICE

We will use the OMMS® program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

SAFETY TESTS

We will conduct the above safety tests to comply with the applicable Elevator Code and pay associated fees in effect at the date of signing of this agreement.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighter's service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighter's service test any elevator firefighter's service is found to be inoperable, the building is responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail

alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract by providing thirty (30) days written notice.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

ALTERATIONS

If you allow others to make alterations, additions, adjustments, or repairs to the equipment, we will not be responsible for such nor for any repairs or maintenance claims, or accidents arising out of the same.

SPECIAL PROVISIONS

Otis REM® Maintenance

We will provide Otis REM® Maintenance on the following Units:

Machine Numbers: [452531]

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE® dispatching center that a Unit is inoperative by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the

dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

Depending on the elevator type, we will collect data on the equipment condition including, but not limited to, hydraulic tank oil level, door operation, leveling and whether the operation of a Unit has been interrupted. That information will be used to tailor the Otis Maintenance Management SystemSM preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE[®] dispatching center within ninety (90) days of the Commencement Date for the Term of Contract. The telephone line may be a separate line dedicated to the REM[®] maintenance equipment or may be an existing line that is shared between another telephone and the REM[®] maintenance equipment. . If the telephone line is not furnished ninety (90) days after the Commencement Date or should the line be unusable or unavailable for any period longer than one (1) month, you agree to pay a Supplemental Service Charge equal to fifteen percent (15%) of the Contract Price. The Supplemental Contract Price will apply to the entire period during which the telephone line is not available or not usable. This does not waive any of our other rights or remedies.

Nonperformance

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

Software Upgrades

During the term of this Contract, for Units with Otis microprocessor controllers, we will install controller software upgrades developed and released for general distribution since the installation of the existing controller hardware.

The Prairie Village City Council for the City of Prairie Village may cancel this Contract on the anniversary date by giving thirty (30) days prior written notice if funding is not appropriated by the Prairie Village City Council for the elevator maintenance agreement, Otis Elevator machine number 452531.

CONTRACT PRICE AND TERM

CONTRACT PRICE

one Hundred Ninety and no/100 Dollars (\$190.00) per month, payable annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Nineteen and no/100 Dollars (\$19.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **8/1/2005** which was **158.2**.

B. Labor

One Hundred Seventy One and no/100 Dollars (\$171.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **1/1/2005** which was **\$49.130**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be **January 1, 2006**. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	<input type="checkbox"/>	_____
Fifteen (15) Years	5%	<input type="checkbox"/>	_____
Twenty (20) Years	7%	<input type="checkbox"/>	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date. If an alternate payment plan is selected other than the standard annual payment, the following additional cost will be applied to the net billing amount:

<u>Billing Frequency</u>	<u>Add to Contract Price</u>	<u>Payment Selection</u>	<u>Initial</u>
Semiannual	1%	<input type="checkbox"/>	_____
Quarterly	3%	<input type="checkbox"/>	_____
Monthly	4%	<input type="checkbox"/>	_____

The method of payment will be by check. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any

purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: *Aaron Westwick*
Aaron Westwick
Title: **Account Manager**

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: **X** _____

Print Name: _____

Title: _____

E-mail: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: **Todd R Boever**

Title: **General Manager**

Principal, Owner or
Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

CONSIDER CERTIFICATE OF RESOLUTION

Issue: Adoption of a Resolution designating Authorized Agents for a Certificate of Deposit in Commerce Bank

Background:

The City recently invested \$1 million of temporarily idle funds in a Certificate of Deposit with Commerce Bank. The Governing Body needs to adopt a Resolution authorizing agents who can release the funds from the CD on the maturity date.

In other Resolutions the City agents designated have been Mayor Shaffer, Barbara Vernon or Joyce Hagen Mundy.

Recommendation:

APPROVE AUTHORIZED AGENTS FOR CITY OF PRAIRIE VILLAGE DEPOSITS AT COMMERCE BANK; MAYOR RON SHAFFER, CITY ADMINISTRATOR BARBARA VERNON AND CITY CLERK JOYCE HAGEN MUNDY.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Depositor / Account Holder		Business Trade Name (if applicable)			
Address		Foreign <input type="checkbox"/>	City	State	Zip + 4
Account Number	Account Type	Opening Date	Tax ID	Responsible Officer Name & Number	Responsible Cost Center

The undersigned certifies that he/she is the duly elected and qualified Secretary/Assistant Secretary of Depositor, a corporation ("Depositor" refers to both the Depositor and the trade name); that the following is a true and correct copy of resolutions duly adopted by the Board of Directors pursuant to the charter and by-laws of Depositor, which resolutions are now in full force and effect and shall remain in full force and effect until written notice of their amendment or revocation has been received by Bank and Bank has had a reasonable opportunity to act as provided in Bank's *Deposit Agreement*; and that the specimen signature(s) and facsimile specimen (if applicable) below are true and genuine.

Resolved, that a deposit account ("Account") be opened or maintained with Commerce Bank ("Bank") in the name of Depositor, subject to the terms of Bank's *Deposit Agreement* and other agreements and disclosures related to the Account.

Authorized Agent(s)	Signature(s)	Indicate authorization for each Agent by checking the appropriate boxes below			
		Section A	Section B	Section C	Section D
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facsimile Specimen (if applicable)					

SECTION A - DEPOSITS/WITHDRAWALS/DEBIT CARD

Further resolved, that any one of the agents designated above ("Account Agent") is authorized to sign, or otherwise authorize, checks, drafts and other orders ("Instruments"); and enter into agreements with Bank for debit cards, all for the payment of money from the Account; and to endorse instruments, for credit or negotiation, payable to Depositor. Bank is authorized to pay, without further inquiry, all Instruments signed in accordance with this resolution against the Account whether such items are drawn or endorsed to the drawer, tendered for cash or for payment of the individual obligation of drawer, or are deposited to the individual credit of the drawer. Bank shall not have any obligation to inquire as to the circumstances of the issuance or use of any instrument or the application of the proceeds of the instrument. Endorsements for credit may be made by the written or stamped endorsement of Depositor, without designation of the person making the stamped endorsement. Bank is authorized to pay any instruments drawn on the Account that bear or purport to bear the facsimile, electronic or imaged signature, mark or symbol of any Account Agent or Depositor (together referred to as "Facsimile") if such Facsimile resembles the Facsimile on file with Bank or if such Facsimile resembles any Facsimile previously affixed to any instrument drawn on the Account which was accepted and paid without timely objection by Depositor, thereby ratifying its use.

SECTION B - FUND TRANSFERS/WIRES/ACH

Further resolved, that any one of the agents designated above ("Fund Transfer Agent") is authorized to make or verify written, telephonic or verbal requests for the transfer of funds, including wire transfers and ACH debits, from the Account to other accounts of the Depositor or to third parties; to enter into agreements with Bank providing for such fund transfers; and to designate other Fund Transfer Agents. Bank is authorized to honor all such fund transfers when given or purported to be given by any Fund Transfer Agent.

SECTION C - SECURITIES/INVESTMENTS

Further resolved, that any one of the agents designated above ("Investment Agent") is authorized to buy, sell, assign, transfer and/or deliver any and all stocks, bonds or other securities now owned or hereafter acquired and registered in the name of Depositor or its nominee(s). Any Investment Agent is authorized to enter into any agreements with Bank relating to securities or investments, including, but not limited to, safekeeping agreements and repurchase agreements. Any Investment Agent is authorized to give Bank instructions required to buy, sell or otherwise deal in securities; to receive, withdraw, receipt for and direct the disposition of money, securities and property of every kind held in safekeeping with Bank; and to receive any communications from Bank and to sign any documents relating to securities or investment transactions.

SECTION D - TREASURY SERVICES/ELECTRONIC BANKING

Further resolved, that any one of the agents designated above ("Treasury Services Agent") is authorized to identify and implement cash management and other general banking services, including but not limited to, electronic or online banking services, for Depositor and to enter into agreements with Bank relating to such services.

Substitute Form W-9 Certification

Under penalties of perjury, I certify that: 1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U. S. person (including a U. S. resident alien).
 Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For further instructions see Instruction Pamphlet (CB 5817).
 The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

In Witness Whereof, I have signed my name and affixed the seal of the corporation (if applicable) as of the date written below.

(CORPORATE SEAL)

CITY OF PRAIRIE VILLAGE

TO: CITY COUNCIL MEMBERS
FROM: MAYOR RON SHAFFER
SUBJECT: APPOINTMENT OF COUNCIL REPRESENTATIVE
DATE: 11/18/2005

During the past several weeks, I had the privilege of interviewing several strong candidates for the Ward 5 Council Seat being vacated by Kay Wolf. All of the candidates possessed strong backgrounds of community involvement and service. The decision was a difficult one; however, I am pleased to offer for your consideration, the appointment of Wayne Vennard to complete the unexpired term of Council Representative for Ward 5. Wayne's past community involvement and experiences will allow him to bring both history and new ideas to the position. Wayne's resume is attached.

Ratification of the appointment of Wayne Vennard to complete the unexpired term of Kay Wolf as Council Representative for Ward 5 will be included on the Consent Agenda for your approval.

Wayne Vennard

4011 West 87th Street
Prairie Village, KS 66207
913-642-6740
Wvennard@kc.rr.com

OBJECTIVE

A position as an appointed member of the Prairie Village City Council, Prairie Village, Kansas.

EDUCATION

Bachelor of Arts in Political Science, 1965
University of New Hampshire, Durham, NH

Juris Doctor, 1968
Boston University School of Law, Boston, MA

Southwestern Graduate School of Banking, Diploma, 1987
Southern Methodist University, Dallas, TX

Masters Degree in Public Administration, 1996
University of Kansas, Lawrence, KS

WORK EXPERIENCE

Captain, USAF
Office of the Judge Advocate General
1968-1972

- Military judge, prosecutor, or defense counsel in 200 courts-martial.
- U.S. Air Force Commendation Medal for meritorious service in Thailand.

Attorney
General law practice
Portsmouth, NH
1972-1975

Senior Attorney
Office of the Comptroller of the Currency
Washington, DC and Kansas City, MO
1975-1995

- Administrative hearings and matters related to national banking law.

WORK EXPERIENCE

Director of Taxation and Acting Director of Collections

Kansas Department of Revenue

Topeka, KS

1995-1997

Kansas Board of Tax Appeals

Board Member

Topeka, KS

1997-2000

- Highest administrative tribunal for tax appeals in Kansas.

COMMUNITY ACTIVITIES

Somerset Acres West Homes Association Board of Directors

1985-1994

- Chairperson and board member.

Prairie Village City Council Member, Ward 5

1992-1995

- Chaired Council Legislative/Finance Committee.

Johnson County Mental Health Center Board of Directors

2001-Present

- Chairperson 2003-2004.
- Responsible for annual budget of \$26 million in county mental health services.

Village Vision Small Group Facilitator

Prairie Village Comprehensive Plan Update

April 2005

REFERENCES

The Hon. Kay Wolf

Kansas State Representative, District 21

Nancy Wallerstein

Steve Carmen

Ruth Hopkins

COUNCIL COMMITTEE OF THE WHOLE

October 17, 2005

The Council Committee of the Whole met on Monday, October 17, 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, Diana Ewy Sharp and David Belz. Staff members present: Barbara Vernon, City Administrator; Charles Grover, Chief of Police; Bob Pryzby, Director of Public Works; Doug Luther, Assistant City Administrator; Captain Wes Jordan and Captain Tim Schwarzkopf; Josh Farrar, Assistant to the City Administrator; Tom Trienens, Manager of Engineering Services and Joyce Hagen Mundy, City Clerk.

COU2004-20 Consider No Smoking Ordinance

In May, 2005, Mayor Shaffer appointed a ten member task force consisting of council members, residents, business owners, medical professionals and commercial office managers. The task force operated under the assumption that the City desired to eliminate second-hand smoke in working environments within the City and that the City wanted to protect its restaurants from unequal competition from establishments in surrounding cities.

Initial discussion was based around the model ordinance adopted by Kansas City, Missouri. It was noted under the Kansas City model, 85% of the metropolitan area could be smoke-free without getting adoption from large metropolitan areas.

- David Belz reviewed the primary provisions of the proposed ordinance. Smoking would be prohibited 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 are
 - Fairway, Kansas
 - Kansas City, Missouri
 - Leawood, Kansas
 - Mission, Kansas
 - Mission Hills, Kansas
 - Overland Park, Kansas

Mr. Belz noted if one of the contiguous cities failed to adopt regulations prohibiting smoking the ordinance could be amended.

Bill Griffith stated he understood the impact on restaurants, but asked if the task force had considered the potential impact in the leasing of office space. Mr. Belz responded this was discussed and noted the current city ordinance prohibits smoking in public places within buildings. Several of the city's businesses under that regulation are already smoke-free or have designated smoking areas. It was not felt that this would be an issue based on the extent of voluntary compliance seen.

Al Herrera questioned the need for the ordinance noting the high level of voluntary compliance already present in the City. He noted the City of Mission has voted against the adoption of a no smoking ordinance.

Mr. Belz responded that although many office buildings are in voluntary compliance with the regulations without an ordinance there is no way to enforce compliance. It is the desire of the task force to provide a smoke-free working environment for all employees within the City. The adoption of the ordinance reflects the importance placed by the City on its desire to provide a smoke-free environment.

Greg Colston advised that Overland Park and other cities are continuing to study and discuss this issue. The ordinance defeated in the City of Mission did not exclude bars and restaurants unlike the proposed ordinance.

Andrew Wang asked if the task force had any idea on the number of people and businesses that would be impacted by the proposed ordinance. Mr. Belz responded they did not have an exact number, but discussions have revealed more businesses had no smoking regulations in place than did not. The anticipated number of businesses/people expected to be impacted is relatively low. Doug Luther added most of the Highwoods Property buildings are voluntarily non-smoking buildings. He noted there may be some small independent business which allows smoking.

Laura Wassmer asked how this ordinance would be enforced and if complaints could be issued anonymously. Greg Colston noted Section 11-407 of the ordinance addresses non-retaliation. David Belz stated he saw the regulations being enforced in conjunction with the City's business licensing requirements.

Chief Grover stated the enforcement of the ordinance is an operational issue that would need to be resolved by the police department. At this time, there is no specific plan for enforcement.

Ms Wassmer asked how other cities were enforcing their ordinances. She noted she is supportive of the concept but noted the logistical challenges of enforcing such regulations and would like to have more information prior to approving the ordinance.

David Belz stated he did not feel this would become an ordinance in namesake only, but that it would become an expectation in the city. He acknowledged in the beginning compliance may be via the honors system. It comes back to the City creating a non-

smoking environment within Prairie Village. He does not have the answers on how to enforce the ordinance.

Doug Luther stated enforcement is always a challenge. He noted this ordinance is similar to the “pooper scooper” ordinance enacted a few years ago with the implementation of a strong education campaign after its adoption. These regulations are relatively new for cities and there isn’t a track record available on enforcement. He acknowledged getting proof to prosecute will be challenging and stated education is going to be the key.

Al Herrera stated based on the voluntary compliance under the existing code he does not see the need for the proposed ordinance and does not believe that it could be enforced.

Ruth Hopkins stated she strongly disagreed noting she is pleased to work in a smoke-free environment and feels the proposed ordinance would empower people to take their desire for a smoke-free environment to a higher level.

Diana Ewy Sharp asked for clarification on how this would impact Brighton Gardens and Claridge Court. Mr. Belz responded the ordinance would have no impact on private residences and he felt these establishments would be similar to apartments thereby not coming under the regulations. Barbara Vernon advised both Brighton Gardens and Claridge Court currently do not allow employees to smoke inside their facilities.

Mrs. Ewy Sharp asked if there was a strong calling for this by residents. Mr. Belz responded he has had several individuals voice their support to him, particularly in regard to smoking in restaurants. However, he has not had a groundswell of calls on the issue. City staff confirmed they have not had calls on this issue.

Pat Daniels thanked the task force for the time and study they did on this issue. Mr. Daniels feels it is important for the city to go on record as supporting fresh air and stated the proposed ordinance is thoughtfully drafted. In regard to enforcement of the ordinance, he feels it is fundamental in our society to obey laws and feels once adopted and educated our residents will obey. Mr. Daniels stressed the growing documentation on the damages of second-hand smoke to individuals.

Bill Griffith stated he sees two sides with the ordinance—the first being the economic side and secondly, work place safety. Economically he feels the ordinance will take care of itself as individuals cast their votes by how they spend their money. If they choose to only patronize smoke-free businesses, the businesses will adjust. The work place safety issues are best addressed by OSHA or a similar agency, not the city.

Kay Wolf asked what the vote of the task force was on the proposed ordinance. Mr. Belz responded the proposal was a compromise accepted by consensus. The medical professionals do not feel it is strong enough. The restaurant owners are not happy but are willing to accept the proposal with the safeguards in place. The task force feels this is a step in the right direction that will provide for fair competitive action.

Mrs. Wolf asked if the proposed ordinance was discussed with other cities. Doug Luther responded he has had on-going conversations with neighboring cities. Cities responses to this issue continue to change. The primary discussions have evolved around the format of the ordinance; i.e. will Prairie Village go it alone or will adopt the Kansas City model. The cities of Mission and Fairway have seen the Prairie Village proposal. Many cities are still waiting and watching as all want a “level playing field” with regard to the potential impact on businesses.

Louie Riederer, owner of Johnny’s and member of the task force, stated the ordinance is a compromise. He personally has concerns as a restaurant owner having seen the impact of similar regulations in Lawrence, but is comfortable with the proposal which calls for metro-wide compliance to prevent businesses in some cities from having a competitive edge.

Kay Wolf confirmed by metro-wide Mr. Riederer meant the cities identified in the proposed ordinance.

Ken Davis, from the City of Mission, addressed the Council as an advocate for the proposed ordinance. He stated the no-smoking ordinance defeated 4 to 3 by Mission addressed smoking unilaterally and noted that later in the meeting the Council stated they would support a region-wide no smoking ordinance. Mr. Davis introduced a joint resolution he supports calling for unified regional action on this issue.

Greg Colston made the following motion, which was seconded by David Belz:

**RECOMMEND 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 AMENDING IT TO READ AS
PROPOSED**

**COUNCIL ACTION REQUIRED
ROLL CALL VOTE**

Andrew Wang stated he agreed with the health care professional feeling the ordinance does not go far enough and acknowledges the City can not unilaterally enact an ordinance; however, if adopted he does not see who or what it would be regulating.

Diana Ewy Sharp stated she can not support the ordinance without further information on how it will be enforced.

David Belz stated the final resolve of the task force was that if the City adopts the proposed ordinance it will be the only city to do so and will hopefully be the first step in moving forward with regional legislation. He noted it is clear that second-hand smoke is not good for individuals. It is the desire of the task force to eliminate second-hand smoke for the work-place environment and promote a healthy environment throughout the City.

Mr. Belz acknowledged this is a difficult issue which will require a great deal of conversation and discussion to move it forward regionally.

Al Herrera stated he is opposed to smoking, but he does not see this or any other regulation getting rid of second-hand smoke in his lifetime. He doesn't feel it is needed and does not see it happening.

David Belz acknowledged the City can not do everything, but he strongly feels it should do whatever it can to address this issue.

Council President Kay Wolf called for a vote on the motion. The following votes were cast: "aye" Hopkins, Noll, Colston, Wassmer, Daniels, Wolf and Belz; "nay" Herrera, Griffith, Wang and Ewy-Sharp. Mayor Shaffer declared the motion passed.

COU2005-39 Consider Economic Development Incentive Policy

Kate Michaelis, Vice President of Economic Development for the Northeast Johnson County Chamber, advised the Council on July 6th, the Executive Committee of the NEJC Economic Development Council agreed that a regional economic development incentive policy would facilitate economic development efforts in the region and would serve to lessen community-to-community competition based on incentives. The adoption of an Economic Development Policy by each community would allow the economic council to provide specific information about economic tools in each community when working with prospective developers.

Ms Michaelis stated if each city would pass individual economic development policies it would level the playing field in terms of competing with one another for potential development. She feels the general adoption of economic policies would stimulate investment. It is easier and less expensive to develop open spaces than to come into an area and "redevelop" existing spaces. By creating an economic development plan cities would be advising developers of the tools they are open to using to assist with and further development within their city. Ms Michaelis stressed that before any incentive is granted, the advantage to the city must be demonstrated by a cost benefit analysis done by the developer with each city determining their criteria for granting incentives.

Ms Michaelis reviewed the proposed resolution being presented to all the northeast Johnson County cities. The sample resolution listed the following economic development incentive policies from which cities could select for their use:

- Tax Increment Financing (TIF) KSA 12-1770
- Tax Abatement (TA) KSA 79-250
- Industrial Revenue Bonds (IRB) KSA 12-1740-49d
- Transportation Development District (TDD) KSA 12-17, 144 & 145
- Sales Tax Rebate Agreement
- Neighborhood Revitalization KSA 12-17, 114

ORDINANCE NO. 2109

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 4 OF THE PRAIRIE VILLAGE CITY CODE ENTITLED "SMOKING."

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

Section 1: Chapter 11, Article 4 of the Code of the City of Prairie Village is hereby repealed.

Section 2: Chapter 11, Article 4 of the Code of Prairie Village is hereby amended to read as follows:

11-401 PURPOSE. The Governing Body of the City of Prairie Village, Kansas finds and declares that the smoking and carrying of any lighted smoking materials in certain areas accessible to the general public is hazardous to the health, safety, and general welfare of persons and property in such areas. The purpose of this Article is to regulate smoking and the carrying of lighted smoking materials in places of employment and all public places. By enactment of this Article, the Governing Body of the City of Prairie Village seeks to promote public health by decreasing citizens' exposure to secondhand smoke and create Smoke-free environments for workers and citizens through regulation in the work place and all public places.

11-402 DEFINITIONS. The following terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) Employee: Any person who performs services for an employer, with or without compensation.
- (b) Employer: A person, partnership, association, corporation, trust, or other organized group of individuals, including the City or any agency thereof, which utilizes the services of one (1) or more employees.
- (c) Enclosed: A space bound by walls (with or without windows) continuous from the floor to the ceiling, including, but not limited to, offices, rooms, all space therein screened by partitions, which do not extend to the ceiling or are not solid, "office landscaping" or similar structures and halls.
- (d) Permanently Designated: A hotel or motel room may be designated as a smoking room only one time a year.
- (e) Place of Employment means any enclosed area under the control of public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a childcare, adult day care or health care facility.
- (f) Public Place means any enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, educational facilities, health facilities, laundromats, public transportation facilities, reception areas, production and marketing establishments, retail service establishments, retail stores, theaters, and waiting rooms. A private residence is not a "public place" unless it also serves as a Place of Employment."
- (g) Restaurant means a building wherein food is prepared and served in ready-to-eat form to the public for human consumption, wherein alcoholic beverages may be sold for consumption and more than fifty percent of the income is derived from the sale of food. "Restaurant" includes, but is not limited to, cafe, cafeteria, grill, pizza parlor, diner, snack shop, hamburger shop and steakhouse.

- (h) Service Line means any indoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.
- (i) Smoking means the possession of lighted smoking materials in any form, including but not limited to, the possession of lighted cigarettes, cigars, pipes, or other tobacco or other products.
- (j) Sports Arena means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

11-403 - SMOKING PROHIBITED IN ENCLOSED PLACES OF EMPLOYMENT AND ALL ENCLOSED PUBLIC PLACES.

- (a) Smoking shall be prohibited in all enclosed places of employment within the City.
- (b) It shall be the responsibility of all employers within the City to provide a smoke-free environment in all enclosed areas accessible to employees and/or customers.
- (c) Each employer shall supply a written copy of this Article to any existing or prospective employee.
- (d) Smoking shall be prohibited in all enclosed public places within the City, including, but not limited to:
 - i. Any vehicle of public transportation, including but not limited to buses, limousines for hire and taxicabs.
 - ii. Elevators
 - iii. Restrooms
 - iv. Private residences operating as Day Care Centers pursuant to Chapter 19.34 of the Prairie Village Municipal Code.
 - v. Libraries, educational facilities, childcare and adult day care facilities, museums, auditoriums, aquariums and art galleries.
 - vi. Any health care facility, health clinics or ambulatory care facilities, including but not limited to laboratories associated with the rendition of health care treatment, hospitals, nursing homes, doctors' offices and dentists' offices.
 - vii. Any indoor place of entertainment or recreation, including but not limited to gymnasiums, theaters, concert halls, bingo halls, billiard halls, betting establishments, bowling alleys, arenas and swimming pools.
 - viii. Service Lines
 - ix. Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance
 - x. Shopping malls
 - xi. Sports arenas, including enclosed places in outdoor arenas
 - xii. Bars
 - xiii. Restaurants.
 - xiv. Convention facilities
 - xv. All public areas and waiting rooms of public transportation facilities, including but not limited to bus and airport facilities
 - xvi. Any other area used by the public or serving as a place of work, including open office landscaping
 - xvii. Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, or committee, including, but not limited to joint committees or agencies of the City or any political subdivision of the State of Kansas during such time as a public meeting is in progress.
 - xviii. All enclosed facilities and vehicles owned by the City.

11-403 AREAS WHERE SMOKING IS NOT REGULATED

- (a) Private residences, not serving as enclosed places of employment or an enclosed public place.
- (b) Outdoor, unenclosed areas of restaurants, drinking establishments, and private clubs including but not limited to decks, patios, etc.
- (c) Hotel and motel rooms that are rented to guests and are permanently designated as smoking rooms; provided, however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated.

11-405 RESPONSIBILITIES OF PROPRIETORS, OWNERS, AND MANAGERS

- (a) Any proprietor, owner or manager or other person in control of a place regulated by the provisions of this article shall not knowingly permit, cause, suffer or allow any person to violate the provisions of this Article in that place.
- (b) It shall be unlawful for any proprietor, owner or manager or other person in control of a place regulated by the provisions of this article to fail to provide and permanently affix conspicuous signs clearly visible from all major public entrances advising that smoking is prohibited in the place.
 - 1. All signs which are used to identify a non-smoking area shall use the primary words No Smoking and shall also include the international no smoking symbol and shall also state Pursuant to PVMC 11-403.
 - 2. All signs which are used to identify an area in which smoking is permitted shall use the primary words Smoking Permitted and shall also include the international smoking symbol.
 - 3. All signs which are used to identify both smoking and non-smoking areas shall be placed at a height and location easily viewable by a person entering the establishment and shall not be obscured or obstructed in any manner. Signs shall be proportionally conspicuous to the size or characteristics of the entranceway. In no case shall the primary lettering and international symbol on the signs be less than one inch in height.
- (c) The absence of proper signage as required in this section shall in no manner nullify the requirements of this Article.

11-406 PENALTIES FOR VIOLATION

- (a) A person who smokes in an area where smoking is prohibited by this Article shall be guilty of an infraction punishable by a fine as set forth in Section 1-116 of this Code.
- (b) A person having control of a public place or place of employment and who fails to comply with the provisions of this Article shall be guilty of infraction punishable by a fine as set forth in Section 1-116 of this Code.
- (c) Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.
- (d) In addition to the fines established in section 11-405(b) by a person having control of a public place or place of employment may also result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.
- (e) The City may further enforce this article by maintaining any action in the appropriate court for injunction to enforce the provisions of this article, to cause the correction of any such violation, for assessment and recovery of a civil penalty for such violation or to pursue other appropriate civil remedy.

11-407 NON-RETALIATION. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Article or reports or attempts to prosecute a violation of this Ordinance.

11-408 OTHER APPLICABLE LAWS. This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

11-409 LIBERAL CONSTRUCTION. This article shall be liberally construed as to further its purposes

11-410 EFFECTIVE DATES

- (a) Except as provided below, this article shall become effective sixty (60) days from the adoption by the Governing Body and publication in the official City newspaper.
- (b) As applied to restaurants and other food service establishments, this article shall not become effective until the following cities adopt ordinances or regulations similar to this article:
 - 1. Fairway, Kansas
 - 2. Kansas City, Missouri
 - 3. Leawood, Kansas
 - 4. Mission, Kansas
 - 5. Mission Hills, Kansas
 - 6. Overland Park, Kansas
- (d) The City Clerk shall maintain a library of ordinances regarding smoking restrictions in the municipalities listed in 11-410(b)
 - 1. When all municipalities listed in 11-410(b) enact ordinance requirements similar to this Article, the City Clerk shall provide for public notice through the appropriate communication methods and a communication to the City Council.
 - 2. Such notice shall state that this article will apply to restaurants and other food service establishments after sixty (60) days from the date of the notice.
 - 3. The City Attorney may provide guidance regarding the interpretation and application of the requirements of this section to determine when the provisions of 11-410(b) shall come into effect.

11-411 ENFORCEMENT

- (a) The authority to administer the provisions of this article is vested in the Chief of Police
- (b) Notice of the provisions of this Article shall be provided to all applicants for a business license.
- (c) Any citizen who desires to register a complaint under this Article may initiate enforcement by contacting the Police Department.

Adopted this _____ day of _____, 2005

Ronald L. Shaffer
Mayor

Attest:

Approved as to form:

Joyce Hagen Mundy
City Clerk

Charles E. Wetzler
City Attorney

Policy/Services Committee
November 7, 2005
-Minutes-

The Policy/Services Committee met on Monday, November 7, 2005 at 6 p.m. in the Council Chamber for the City of Prairie Village. Present: Steve Noll, Al Herrera, Pat Daniels, Jeff Anthony and David Belz. Staff present: Bob Pryzby, Charles Grover, Tom Trienens and Joyce Hagen Mundy.

POL2005-28 Consider Charter Ordinance No. 12 entitled “Public Improvements”

Bob Pryzby reviewed Charter Ordinance No.12 which pertains to obtaining cost estimates for projects costing more than \$10,000.00 with the Committee. Recently, because of increased costs of oil, construction bids have exceeded the estimate of the engineer. Charter Ordinance No. 12 that was adopted by the City on June 5, 1989 does the following:

1. The Charter Ordinance provides that the City of Prairie Village “exempts itself from and makes inapplicable to it, the provisions of K.S.A. 13-1017”.
2. The Charter Ordinance provides “substitute and additional provisions”.
3. The “substitute and additional provisions” are the exact language contained in K.S.A. 13-1017, except the amount for sealed proposals is changed from \$2,000 (as in K.S.A. 13-1017) to \$10,000.
4. ““Public Improvement” is defined as to not include the making of repairs or the maintenance of any building, street, sidewalk, or other public facility in Prairie Village by employees of Prairie Village or the making of any expenditure from the city budget for such purposes.” The Kansas Statute is the same except for substitution of “Prairie Village” for “City”.

In Item 1, the City has exempted itself from K.S.A. 13-1017 making the preparation of sealed cost estimates a City defined requirement.

In Item 2, the City chose to adopt the language of K.S.A. 13-1017 and modified the language by increasing the dollar amount for sealed bids and changing “city” to “Prairie Village”.

Mr. Pryzby noted there is a conflict between the Item 3 and City Council Policy No.150 *Purchasing*. Policy 150 provides for sealed bids for any singular item costing \$20,000 or more and not \$10,000 as specified in Charter Ordinance No.12.

Mr. Pryzby stated his interpretation of Item 4 was that any project not constructed by City forces will require a sealed engineer cost estimate. However, a closer reading could interpret “or the making of any expenditures from the city budget for such purposes” in the section to be contracted construction not performed by City forces.

He recommended that Charter Ordinance No. 12 be vacated, a new Charter Ordinance be enacted that removes Sections 2, and City Council Policy 150 be amended to require professional consultant sealed cost estimates for any public improvement project having a value of \$100,000 or more. Cost estimates for this purpose will be prepared by a professional firm that is not the firm having prepared the design. "Public Improvement" shall mean any project undertaken by the City for the construction of any public infrastructure, and including without limitation, streets, alleys, bridges, bikeways, parkways, sidewalks, sewers, storm drains, traffic control devices, street lights, public facilities, public buildings or public lands. Reconstruction, maintenance or repair of public improvement projects would not require a professional sealed cost estimate.

The primary impact of the proposed changes would be to increase the value for requiring sealed bids from \$10,000 to \$20,000 or whatever amount the committee felt was appropriate and to remove the requirement for an engineer's estimate for maintenance or repair projects.

Jeff Anthony how much money would be saved by the change. Mr. Pryzby responded he did not think there would be a significant cost savings. He noted the Kansas Department of Transportation (KDOT) never releases information on the engineer's estimates.

Mr. Anthony asked if the city would run the risk of getting significantly higher bids. Mr. Pryzby responded he and other Public Works Directors keep bid tabulations on what is being bid in the area. This is currently the procedure followed in the City of Overland Park. Lenexa has also gone away from relying on engineer's estimates. His primary concern is the problem experienced this past year with the fluctuating cost for asphalt.

Mr. Pryzby stated that currently the City receives the engineer's estimate from the firm that designed the project and knowing the city's policy these bids are generally inflated to ensure they are higher than the anticipated bids. He feels getting the engineer's estimate from an outside source will provide for more accurate estimates.

Pat Daniels stated he supported the proposed revisions but he felt \$50,000 or \$100,000 would be a more appropriate value for sealed bids on new construction. Steve Noll agreed with the \$100,000 value for new construction. He stated that new construction can be delayed; however, he felt it was important for the City to not delay maintenance and repair projects noting its negative and costly impact on the city's infrastructure.

Steve Noll asked if there were engineering firms that would be interested in performing independent estimates for the City on projects. Mr. Pryzby did not feel this would be a problem.

The Policy/Services Committee directed Mr. Pryzby to review the following changes: 1) Increasing the value for sealed bids to \$100,000; 2) Having an outside independent engineer prepare the bids for those projects and 3) Projects under \$100,000 in value and repair/maintenance projects be reviewed by Public Works Staff with the City Attorney who will prepare the appropriate documentation for City Council action.

POL2005-29 Consider Council Policy No. 041 “Selection of Professional Consulting Services”

Bob Pryzby reviewed several questions regarding City Council Policy No.041 *Selection of Professional Consulting Services* based on issues raised by Council members during the recent selection process.

- Does this policy only apply to Public Improvement projects?
Committee members felt the policy should apply to all city consultants.
- How is a list of qualified firms developed?
Mr. Pryzby stated he has sent RFP’s to firms that have contacted the City expressing an interest and used as a reference the Kansas Department of Transportation’s (KDOT) listing of pre-qualified contractors. Committee members expressed concern with the KDOT listing excluding a potential contractor. Mr. Pryzby responded it would not exclude a firm from submitting a proposal, but they would be asked to secure KDOT qualifications, leaving the door open.
- Why is the distinction between “Class A” and “Class B” be \$10,000 when Council Policy No.150 calls for bids on singular items costing \$20,000 or more?
Committee recommended following Council Policy 150.
- Should the General Procedures be changed to permit use of pre-qualified firms without interviewing?
Committee supported continuation of interviews.
- Should the Department Manager or the Policy/Services do the interviewing?
Committee felt comfortable with Department Managers doing the interviewing noting their greater expertise and knowledge of the specific services needed. The Committee felt their role would be more “advisory” with them present at the interviews and able to ask questions.
- Should the Department Manager do the interviewing up to \$20,000?
Committee members felt comfortable with Department Managers doing the interviewing for projects up to or over \$20,000, expressing confidence in the experience and expertise of City Staff.

Bob Pryzby stated he would prepare drafts of the two policies based on the discussion and bring them back for consideration by the committee.

POL2005-12 Consider Project 190854: 2005 Pavement Repair

Mr. Pryzby stated this is a new program with the work being the repair of isolated deteriorated areas of pavement larger than potholes. The program was originally bid as part of the Street Resurfacing Program, but the cost exceeded available budget funds.

Staff elected to re-bid the work as a separate program. Two bids were received – McAnany Construction \$132,700.00 and Musselman & Hall \$135,362.55. The Street bids were higher than the Engineer Estimate. In compliance with Charter Ordinance No.12, the bids must be rejected.

The 2005 Public Works Operating Budget has \$75,000 allocated for this program.

Al Herrera asked if the project would be rebid. Mr. Pryzby stated that since funds have been designated for 2006, they plan to rebid prior to the end of the year.

Steve Noll asked if there would be any significant impact from delaying this work. Tom Trienens responded none of the identified areas need immediate action.

Steve Noll made the following motion, which was seconded by Pat Daniels and passed unanimously:

**RECOMMEND ALL BIDS SUBMITTED FOR PROJECT 190854:
2005 PAVEMENT REPAIR BE REJECTED.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

POL2005-30 Consider Project 190855: Tomahawk Road Bridge

Bob Pryzby presented the results of the 2004 Biennial Bridge Study for the Tomahawk Road Bridge.

“This bridge is a combination structure, originally constructed as a three-span concrete arch in about 1930, with a rigid frame box that was later added to the east end to increase the waterway area in approximately 1970. The bridge carries two through-traffic lanes, a left turn lane, and a five-foot sidewalk on the south side. The deck and sidewalk were reconstructed in 1980 and again in 2000.

Overall the bridge is in fair condition. The area of delimitation on the south side of the east span, previously reported as patched, has begun to spall and has significant efflorescence around the edge of the patch. This indicates that water is penetrating through the top wearing surface and slab. The damaged railing previously reported for the pedestrian walk and the corral rails has been replaced with steel railing. The sidewalk at the east approach has settled with an approximate 4 inch difference in elevation creating a hazard.

The deck has an asphaltic wearing surface that prevents the top of the deck from being inspected; however, an asphaltic overlay typically contributes to the deterioration of the deck over time. Water can permeate the asphaltic surface, and become trapped between the asphalt and concrete surfaces. Freeze-thaw action then deteriorates the top of the concrete slab. The efflorescence under the structure, including areas of the deep-sectioned arches, indicates the possibility that the slab has begun to deteriorate. The wearing surface has a transverse crack through the width of the bridge indicating a possible crack in the top slab.

The arched barrels are in fair condition exhibiting a number of cracks with efflorescence. Both of the barrels have minor damage at weep holes. The central arch has two holes with some honeycombing which may indicate unseen deterioration of reinforcing. The west barrel has a small hole forming. Scour damage exists in many locations around the head of the barrels.

The box barrel at the east end is in fair condition exhibiting numerous minor cracks with efflorescence in addition to the patched area. Moderate scour damage exists at the west pier at the weep hole locations. Some of the scour damage approaches 2-inch in depth. Significant scour damage is visible at the tail of the west pier exposing reinforcing. A crack and hole with drainage is visible approximately 3-feet height.

The wing walls are generally in good condition. However, the southwest wing wall is beginning to show signs of wear from water run off and the drains.

The National Bridge Inventory considers highway bridges structurally deficient or functionally obsolete with a sufficiency rating of 80 or less. Those bridges appearing with a sufficiency rating of less than 50.0 will be eligible for replacement or rehabilitation while those with a sufficiency rating of 80.0 or less will be eligible for rehabilitation. To be considered for the classification, a structure must be of 20-foot bridge length, and had not been constructed or had major reconstruction within the past 10 years.”

In 2004 the Biennial Bridge Report gave the bridge a sufficiency rating of 56.9. The history of previous ratings is:

Bridge \ Year	1990	1992	1994	1996	1998	2000	2002	2004
S-05 Tomahawk Road	57.5	Note 2	61.5	54.6	Note 1	37.1	56.9	56.9

- Notes: 1) No data available for 1998 – KDOT did not supply ratings back to City
 2) Mission Hills performed the inspection

Mr. Pryzby noted in 2000, a series of repairs were made as part of a Brush Creek Project. The repairs included deck, arch and foundation protection. This increased the rating to 56.9. After four years, the structure is exhibiting the same deterioration found in 2000. Consequently, one can expect the rating to decrease to less than 50 in the near future. He agrees, at time point in time, the bridge needs to be replaced.

The bridge is not hydraulically efficient in that it has three archways and a reinforced concrete box that carry water of Brush Creek. The three arch piers hinder the flow of waters. There is a continual maintenance problem in that the outer cells silt up and are not fully able to carry water. The Cities must remove silt and clean them out every year or two to assure acceptable capacity.

The ownership of this bridge is shared with the City of Mission Hills. The City of Mission Hills is requesting the City of Prairie Village to partner in this bridge replacement project and have agreed to be the administrator of a project.

Mayor Shaffer confirmed this is the bridge located by the Prairie Family Statue and the Indian Hills Country Club.

The City of Mission Hills currently has a contract with Black and Veatch for other City projects and requested a cost estimate from them to design a bridge replacement for the Tomahawk Bridge at Mission Road. Cost estimates for this project are \$131,000 for design, \$750,000 for construction and \$60,000 for Construction Administration. The total cost is \$941,000. The City of Mission Hills is requesting funding in the County Assisted Road Systems (CARS). CARS program does not fund design, but does fund up to 50% of construction and construction administration.

Mr. Pryzby stated the City has already designated its CARS projects for 2006 and staff does not recommending changing their requests. Funding for the project would need to come from other projects or the general contingency fund.

There are not sufficient funds in the Capital Infrastructure Program at this time to fund the \$268,000. It would be possible to fund the design cost of \$65,500 with current Capital Infrastructure Program funds and fund the construction in 2006.

The City of Prairie Village share for this project would be \$268,000. The City of Mission Hills has prepared an Interlocal agreement proposing that design for this bridge would be completed in 2006 with construction in 2007. Mr. Pryzby recommended the City propose that the interlocal agreement be modified to cover design costs only in 2006. Funding for the construction would need to be determined at a later time.

Pat Daniels made the following motion, which was seconded by David Belz and passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE PROCEEDING WITH
THE PROJECT 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
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

POL2005-32 Consider Tree Trimming Area 43

On October 21, 2005, the City Clerk received bids from VanBooven Landscape and Tree Care in the amount of \$30,877.50 and Shawnee Mission Tree in the amount of \$36,400. Funding is available in the 2005 Public Works Operating Budget for this work.

Steve Noll confirmed the work would be completed this fall.

Pat Daniels made the following motion, which was seconded by Steve Noll and passed unanimously:

**RECOMMEND THE CITY COUNCIL AWARD THE BID FOR TREE
TRIMMING AREA 43 TO VANBOOVEN LANDSCAPE AND TREE
CARE IN THE AMOUNT OF \$30,877.50 WITH FUNDING FROM THE
2005 PUBLIC WORKS OPERATING BUDGET
COUNCIL ACTION TAKEN
11/07/2005**

POL2005-31 Consider Canterbury Sidewalk Petition

Bob Pryzby advised that on October 17, a petition for new sidewalks on Canterbury Street from 79th Street to Somerset Drive was presented to the City Council. Fourteen of the nineteen properties signed the petition. Three of the fourteen could not be verified against the County land records, probably due absentee ownership or new owners. All but one of the property owners who signed the petition live on the west side of the street.

City Municipal Code Chapter XIII Article 1 Section 13-106 states: "When a petition, signed by no fewer than 25 citizens owning real estate in the City or 51% of the citizens owning real estate along the street where the proposed sidewalk construction or reconstruction is to occur, requesting construction of a sidewalk is filed with the City Clerk, the governing body may in its discretion, by a resolution, order such sidewalk constructed as herein provided."

City Council Policy No. 312 *Sidewalk* section RESIDENTIAL STREETS states: "All residential streets will have sidewalks on one side of the street. The construction cost may be paid as part of the street resurfacing or reconstruction program."

Two of the residents who live on the east side of the street came to my office to discuss the petition. Both residents asked why their side of the street was selected by the petitioners. One resident stated that there was no opposition to having a sidewalk but requested that it should be on both sides of the street so everyone is treated equally. He further stated that if the west side property owners want or feel that they need a sidewalk in the neighborhood, then it should be on their side of the street where they can clean it and use it. He noted that since the distribution of the packet, he has received a petition opposing the installation of the sidewalk signed by eight individuals, four of whom had sign the earlier petition in support of the petition.

Staff originally proposed constructing the sidewalk on the east side, because of less conflict with plantings, small trees and a slightly higher grade. The sidewalk can be constructed on the west side or the east side.

Mr. Pryzby advised the preliminary (without design) cost to construct a new sidewalk on the one side of the street is \$90,000 to \$100,000, which includes engineering design,

construction and construction administration. The costs include reconstructing the newly constructed driveways, as the driveways were not constructed to have a sidewalk cross over the driveway. No funding has been budgeted in the present Capital Infrastructure Program. 2006 funding for capital improvements has already been allocated. He will be preparing the 2007 capital improvements program in the next two months.

Arnold Katz, 7943 Canterbury, note he was present to oppose the construction of the sidewalk last year when the City decided not to build the proposed sidewalk. Mr. Katz questioned the fairness of the petition noting that the petition requests for a sidewalk on the street opposite from where most of the petitioners live. He does not feel the residents on the west side of the street should be able to request a sidewalk that will not be located on their property. He noted the construction of the sidewalk would require the neighborhood to suffer the inconvenience of having their neighborhood torn up for another several months. Mr. Katz stated the placement of a sidewalk on the west side is not consistent with the location of the other sidewalks in the area.

It has been stated that Prairie Village is a walking community; however, during the past 18 days only 60 people have been seen walking in this neighborhood – less than four per day. Mr. Katz said last Friday afternoon he observed kids playing football on the street unsupervised and oblivious to car traffic on the street. He feels construction of the sidewalk would only increase this type of activity.

Mr. Katz closed stated he felt the sidewalk was not needed, its construction would create a major inconvenience to the neighborhood. He felt this petition should have been presented last year before the street repairs were done noting the additional costs that will be incurred by the City to build the sidewalk now. This money can be better spent on other projects. There have not been sidewalks for 40 years. They are not needed now.

Stacie Elifrits, 7950 Canterbury, stated it does not matter what side of the street the sidewalk is location on. She has four children and feels the sidewalks are necessary for their safety. She agrees the construction, done at a separate time from the street repair, will be a major inconvenience for the neighborhood. The City's policy calls for the construction of sidewalk when street repair is done and it should have been followed and sidewalk already constructed at this location. Mrs. Elifrits stated the petition called for the sidewalk to be located on the east side of the street because of the lower cost to construct on the east side.

Stan Plesser, 7930 Canterbury, acknowledged the amount of time the Council has given this issue. He stated the petition was drafted for a sidewalk on the east side because the original proposal from the City was for sidewalk on the east side. He noted several houses on the west side have significantly sloping properties which would make sidewalk construction for difficult and more costly than if constructed on the flatter land on the east side.

Mr. Plesser noted three important considerations in the construction of the sidewalk. First, the cost consideration stating the sidewalk should be constructed where it is least

expensive for the City. Secondly, safety should be considered. He noted the speed of vehicles traveling down the hill on Canterbury and stated the location on the west side will provide a greater opportunity to see and respond to the traffic. He feels the sidewalk will be used primarily for residents traveling to the park. Finally, the geographic conditions of the land on the west side with sloping properties will make the construction process more difficult and more costly.

In response to residents signing both petitions, Mr. Plesser stated this has been a very difficult issue for the neighborhood. He knows of at least one individual who signed the second petition because they felt pressured.

Romney Ketterman, a 46-year resident at 7951 Canterbury, presented a letter to the Commission voicing his strong opposition to the construction of a sidewalk on the east side of Canterbury. In the letter he noted minimal pedestrian on this three block section which does not connect with 79th Street and ends at Somerset. Mr. Ketterman was concerned with the 9' cut into his yard and driveway for the sidewalk and the burden of keeping the sidewalk cleared. He felt the sidewalk, if constructed, should be on the west side of the street where most of the children in the neighborhood live noting it would maintain the symmetry with the block to the north whose sidewalk is on the west side. He stated he would not be opposed to a sidewalk being constructed on the west side.

Brian Gay, a new resident at 7908 Canterbury, stated he signed both petitions noting he walks his son to the curb daily for the school bus. He does not care where the sidewalk is located, but supports its construction. He has one of the steep driveways on the east side of Canterbury, but he would be ok with the sidewalk being construction on his property.

Mr. Elifrits, 7950 Canterbury, noted the sidewalk should have been constructed in compliance with the city's policy. The original sidewalk was proposed for the east side, but it can be placed on the west side. A sidewalk is needed for this area.

Lori Bruce, 7921 Canterbury, asked if the sidewalk would be constructed with a grass buffer or on the curb, noting she has a large tree that would need to be removed for the sidewalk. She reminded those present that the property for the sidewalk is an easement owned by the City and is not their property. She noted they would be willing to clear the sidewalk of her elderly neighbor.

Mrs. Bruce noted there are several new families in the neighborhood since the initial consideration for a sidewalk. She expressed frustration at this issue becoming a dividing ground for the neighborhood. The sidewalk should have been constructed in accordance with the City policy and not become an issue.

Joe Barnhill, 7941 Canterbury, thanked the committee for the time spent in consideration of this question. He feels the sidewalk will be a positive addition to the neighborhood and noted its benefit for the elderly and in making the area more ADA assessable.

Debra Burk, 7909 Canterbury, asked how far back into the residents' yard would the sidewalk be constructed and who is responsible for its maintenance. Mr. Pryzby responded the typical standard is to construct sidewalks one foot off the property line, which is approximately 10' in, one foot from the curb or next to the curb. The usual grass buffer is four feet. The maintenance and repair is the responsibility of the City with the homeowner being responsible for keeping the sidewalk clear. Mrs. Burk confirmed a ticket could be written if a complaint was called in to the City. She opposed the construction two years ago because she travels and does not want the additional responsibility that comes with a sidewalk. The area has not had a sidewalk for 50 years, one is not needed now.

Joe Katz, 7943 Canterbury, stated four of the five families have stated they would support a sidewalk located on the west side. He feels it should be constructed on the west side.

Carole Plessner 7938 Canterbury, stated she was outraged that the residents are now having this discussion. The sidewalk should have been constructed in compliance with the City policy. She feels the City Council acted irresponsibly in not adhering to its policy. There are valid safety concerns with vehicles driving down Canterbury and the growing number of children in the area. She does not feel the sidewalk should be constructed on the east side as it would not connect to Somerset. Mrs. Plessner asked the Council to be responsible and do what is appropriate for the well being of the community.

Mitsu Sato, 7920 Canterbury, stated he liked the neighborhood and supports the construction of a sidewalk on either side of the street. He noted the makeup of the neighborhood is changing as new families move in.

Al Herrera closed the public participation portion of the meeting. He stated he did not support the original petition not to construct sidewalks and agrees that the City policy should be followed.

Pat Daniels asked what the estimated would be for the sidewalk. Mr. Pryzby stated no design has been done for the sidewalk. His estimate would be \$90,000 to \$100,000. He noted any removal of utilities required for the construction of the side would be paid for by the utilities. The cost to construct on the west side would be higher but he did not feel it would be considerably higher.

Al Herrera asked if the tree on the east side would need to be removed for the sidewalk. Mr. Pryzby responded it is the city's intention to work around the tree unless it is absolutely impossible.

David Belz asked how long it would take to install the sidewalk. Mr. Pryzby stated from start to finish two to two-half months.

Jeff Anthony asked for clarification on the 51% stated in the ordinance. Mr. Pryzby advised there is no ordinance on this issue. The City's policy says any resident can petition for the construction of a sidewalk and the petition must include 51% of the

residents to be accepted. The Council Policy states when no sidewalk is present, a sidewalk will be constructed in conjunction with street repair.

Mr. Pryzby reminded the Committee the 2006 Capital Improvement Program has been set and unless funds are reallocated there is no funding for construction in 2006 unless funding is taken from the general fund contingency.

Jeff Anthony made the following motion, which was seconded by Pat Daniels:

RECOMMEND 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

Pat Daniels stated he supports the construction on the west side because of its connectivity with existing sidewalks. He would recommend the placement of the sidewalk be at the curb to minimize the impact to the residents' properties. He feels this would be appropriate as this is a retrofit project.

Jeff Anthony stated the placement of the sidewalk should be addressed separately.

David Belz asked if the design can be done without knowing the location. Mr. Pryzby responded it could but it would be simpler and less costly to design if the location were known. He stated his preference as Public Works Director for safety reasons is to construct sidewalks one foot off the property line creating a five foot grass buffer.

David Belz noted the yards in this area are not large and the sidewalk on Reinhart is located at the curb. He understands the safety reasons behind the standard location but feels the City also needs to be sensitive to the amount of the residents' front yard that would be taken. He would like to see the sidewalk located on the curb.

The question was called and passed.

The motion was restated by the City Clerk as follows:

RECOMMEND 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

COUNCIL ACTION REQUIRED

The motion was voted on and passed unanimously.

Pat Daniels made the following motion, which was seconded by David Belz and passed unanimously:

**RECOMMEND THE SIDEWALK ON THE WEST SIDE OF
CANTERBURY STREET BETWEEN 79TH STREET AND
SOMERSET DRIVE BE PLACED ADJACENT TO THE CURB
COUNCIL ACTION REQUIRED**

Tom Trienens advised the committee that placement next to curb would require additional curb work. Mr. Daniels stated he felt the pluses outweigh the minuses. Mr. Pryzby confirmed he would be back with cost information for the committee.

Pat Daniels stated he strongly believes that sidewalks are an improvement to a community and neighborhood and urged this neighborhood to resolve any discontent resulting from this issue.

Al Herrera advised those present the action taken by committee is only a recommendation and that full Council action will be taken at the next Council meeting.

Mr. Plesser urged staff to look closely at the proposed location and traffic and safety concern from traffic coming down the hill off 79th Street.

The meeting was adjourned at 7:30 p.m.

Al Herrera
Co-Chairman

**LEGISLATIVE/FINANCE COMMITTEE
7 NOVEMBER, 2005
MINUTES**

The Legislative/Finance Committee met at 6:00 pm in the Multipurpose Room. Members present: Ruth Hopkins and Bill Griffith, Co-Chairs, Laura Wassmer, and Kay Wolf. Also present: Barbara Vernon, Doug Luther, Chief Grover, Ron Williamson, and Josh Farrar.

LEG2005-38 Consider Revisions to Fence Ordinance

Mr. Williamson reported that, earlier this year, the Planning Commission received an application and granted a variance for a fence. This led to an overall examination of the City's fence regulations. The Planning Commission spent several months considering changes to the current regulations, seeking input from the Citizens Advisory Committee and homes association presidents, conducted a public hearing, and is now proposing several revisions to the City's fence regulations.

Mr. Williamson summarized the proposed regulations, noting that they would address both fences and retaining walls, and that permit would be required for all fences and retaining walls. As in the current ordinance, the finished side of fences would continue to be required to face out.

Modifications to fence height are being proposed which would allow tennis court enclosures to be a maximum of 12 ft. high and would limit the height of fence posts to 8" above the top of the fence panels.

The two most notable changes deal with the permitted locations of fences and the process used to evaluate fence permit applications. Under the proposed ordinance, all fences would be required to be set back at least 5 ft. from the front corner of the dwelling. In addition, all fence permits would require a drainage review by Public Works. This will increase the amount of time required to obtain a fence permit. Under the new regulations it will take several days to receive approval for a fence permit. However, the review could help prevent drainage problems resulting from the fence installation.

Mr. Williamson also reviewed the proposed regulations for retaining walls, noting that all retaining walls shall be set back a minimum of two feet from the property line and retaining walls exceeding six feet in height would require an additional one foot setback for each two feet in retaining wall height over six feet.

If a resident seeks to construct a fence or retaining wall in a manner different from the proposed regulations, he/she could apply for a site plan review. This would be less onerous than the current procedure which would require a variance.

Mrs. Wolf asked why decorative fences were limited to 2 ½ ft. Mr. Williamson said the 2 ½ ft. height restriction applies only to fences in front yards.

Ms. Wassmer expressed concerns with the 5 ft. setback from the front corner of the dwelling. She said the setback reduces the amount of side yard residents can use. She added that the ability to enclose an entire side yard provides additional security and privacy for the homeowner. She also noted that many fences in the City are currently installed up to the front corner of the dwelling.

Committee members asked how the 5 ft. setback was determined by the Planning Commission. Mr. Williamson said the purpose of requiring the setback is to improve the visual appearance of the property from the street, and to avoid the appearance of a "wall of fencing" running the entire width of a property.

Mr. Griffith expressed concerns with the requirement that retaining walls be set back from the property line and not be tied back to the property line, noting that this would cause some retaining walls to stop in the middle of a yard, partially defeating the purpose of the retaining wall. He said the regulation is too restrictive and impractical, and could create maintenance problems in the setback areas.

Committee members inquired about how fence applications would be processed under the new regulations. Mr. Luther said that a homeowner or contractor would apply for a permit. The application would then be sent to the Public Works Department. A Public Works employee would conduct a site inspection to determine if the proposed location of the fence would be acceptable, or if modifications would need to be made to address site drainage issues. A fence permit would not be issued without approval from Public Works. Committee members expressed concerns that this process was too lengthy and could encourage non-compliance with permitting regulations.

Mr. Griffith moved and Ms. Wassmer seconded the following motion which passed unanimously:

RECOMMEND THE CITY COUNCIL RETURN THE PROPOSED FENCE REGULATIONS BACK TO THE PLANNING COMMISSION FOR FURTHER CONSIDERATION OF THE FOLLOWING ITEMS:

- **THE RETAINING WALL SETBACK SHOULD BE ELIMINATED BECAUSE IT WOULD NOT ALLOW THE WALL TO TIE PACK TO THE PROPERTY LINE, WHICH MAY DEFEAT ITS PURPOSE AND THE SETBACK AREA WILL BE UNUAABLE OR BECOME A MAINTENANCE PROBLEM**
- **THE 5 FT. SETBACK OFF THE FRONT CORNER OF THE DWELLNG 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.**
- **THE PERMITTING PROCESS NEEDS TO BE REFINED SO THAT IT IS NOT TOO TIME CONSUMING FOR RESIDENTS TO OBTAIN A FENCE PERMIT.**

COUNCIL ACTION REQUIRED

LEG2005-37 Consider Ordinance for Yield Sign at 84th Street and Fontana

Chief Grover reported that an accident at this location revealed that this four-way intersection does not have any traffic control measures. He noted that most four-way intersections in the city are controlled by either a stop or yield sign. Chief Grover recommended the City Council adopt an ordinance authorizing yield signs at 84th St. and Fontana.

Mrs. Hopkins asked why City Council approval is required to install the signs. Chief Grover said the City Attorney recommends the Council act to specifically authorize traffic control devices. In addition, this process provides documentation for the reasoning behind the placement of traffic control devices.

Mrs. Wolf asked if other accidents have occurred at this location. Chief Grover said he is not aware of any other accidents at this intersection.

Ms. Wassmer asked if the City would be exposed to legal liability for failure to install the yield signs. Chief Grover said this is possible, given that one of the accident victim's insurance carriers has noted that the intersection is not controlled.

Mrs. Wolf moved and Mr. Griffith seconded the following motion which passed unanimously:

**RECOMMEND THE CITY COUNCIL ADOPT A RESOLUTION
AUTHORIZING THE PLACEMENT OF YIELD SIGNS AT THE
INTERSECTION OF 84TH ST. AND FONTANA, NORTH AND SOUTH
ENTRANCES.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

**LEG2005-36 Consider Ordinance Amendment to Residential Picketing
Regulations**

Chief Grover reported that a recent protest at a funeral led to a review of the City's regulations regarding residential picketing. The current ordinance prohibits picketing in front of residences and churches. A review of this ordinance by the City Attorney has determined that this ordinance is unconstitutional, inconsistent with State statutes, and should be revised.

Chief Grover said that in situations where picketing is likely, the Police Department maintains a presence during the demonstration to maintain order and to be able to respond to any potential problems.

Mr. Griffith moved and Ms. Wassmer seconded the following motion which passed unanimously:

**RECOMMEND THE CITY COUNCIL ADOPT ORDINANCE 2109
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
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

**LEG2005-39 Consider Contribution Allocation Recommended by UCS for
Human Service Fund Grants in 2006**

Mrs. Vernon reported that, for the past several years the City has contributed to United Community Services' Human Service Fund. This fund provides financial support to human service agencies throughout Johnson county. Funding is provided by the various cities in Johnson County.

Mrs. Vernon said the 2006 budget contains \$5,500 for a contribution to the Human Service Fund.

Mrs. Vernon said a committee reviews grant applications from the various agencies requesting funding from UCS and makes recommendations for funding levels to the various agencies.

Mr. Griffith expressed his continued concerns with the City using tax dollars to support social service agencies, noting that this is a function of county, state, and/or federal government.

Mrs. Hopkins moved and Ms. Wassmer seconded the following motion which passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE THE
RECOMMENDATIONS OF THE UCS GRANT REVIEW COMMITTEE
CONTAINED IN THE 2006 HUMAN SERVICE FUND
RECOMMENDATION REPORT AND APPROVE A CONTRIBUTION TO
UCS OF \$5,500 FROM THE 2006 PARKS, RECREATION, &
COMMUNITY SERVICES BUDGET.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

PK2005-07 Consider 2006 Harmon Park Day Camp Agreement

Mr. Farrar said the City annually enters into an agreement with Johnson County to provide a day camp at Harmon Park during the summer months. He said that, last year, 437 children participated in the program.

Mrs. Hopkins and Ms. Wassmer expressed their continued concerns that daily use of the park for this program keeps Prairie Village residents from utilizing the park during the summer.

Committee members asked for clarification regarding the fee. Mr. Farrar said program participants pay a camp fee to Johnson County Parks and Recreation, and the Park District pays a usage fee to the City based on the number of days the camp is in session, regardless of the number of participants. In addition to the daily fee, camp participants will receive a discount, allowing them to use the Pool Complex for \$3.50/participant/day.

Mr. Farrar said the fee has been \$19/day for the past several years. Committee members said the fee should be increased by 2.5%/year until the cumulative impact would raise the fee by \$1.

Mr. Griffith moved and Mrs. Wolf seconded the following motion which passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE AN AGREEMENT WITH JOHNSON COUNTY PARKS & RECREATION TO OPERATE A DAY CAMP IN HARMON PARK FROM 31 MAY - 11 AUGUST, 2006 FOR A FEE OF \$20/DAY AND THAT CAMPER'S BE PERMITTED TO ENTER THE POOL COMPLEX FOR A FEE OF \$3.50/CAMPER/DAY.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

PK2005-08 Consider 2006 Pool Use Agreement

Mr. Farrar said the City annually contracts with Johnson County Parks & Recreation to allow the Master's swim team to practice in the lap lanes at the pool complex during the summer and to conduct water exercise classes. Based on the fee formula used for other pool and recreation use agreements, the fee for the 2006 season would be \$19/participant for the swim team and \$8/hour for the water exercise class.

Mrs. Hopkins moved and Ms. Wassmer seconded the following motion which passed unanimously:

**RECOMMENXD THE CITY COUNCIL APPROVE AN AGREEMENT WITH JOHNSON COUNTY PARKS & RECREATION TO PERMIT USE OF THE POOLS FOR WATER EXERCISE CLASSES AND MASTER'S SWIM WORKOUTS FOR A FEE OF \$8/HOUR FOR EXERCISE CLASSES AND \$19/PARTICIPANT FOR WORKOUTS
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

PK2005-09 Consider Learn to Swim Contract

Mr. Farrar said the City annually contracts with Johnson County to conduct swim lessons at the Prairie Village pool complex. All fees are set and collected by the County.

Mrs. Hopkins moved and Mrs. Wolf seconded the following motion which passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE A LEARN TO SWIM
AGREEMENT WITH JOHNSON COUNTY PARKS & RECREATION FOR
THE 2006 POOL SEASON
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

PK2005-10 Consider 2006 Aquatic Examiner Contract

Mr. Farrar said the City annually contracts with the American Red Cross to provide lifeguard and water park training to the City's lifeguards, and to perform on-site evaluations of pool staff during the pool season. For the 2006 pool season, he recommends conducting lifeguard, CPR, and Water park training for approximately 40 employees, in addition to the on-site evaluations. The total cost of the program is anticipated to be \$4,600.

Mrs. Hopkins moved and Ms. Wassmer seconded the following motion which passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE AN AGREEMENT WITH
THE AMERICAN RED CROSS FOR AN AQUATIC EXAMINER
PROGRAM FOR THE 2006 POOL SEASON.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

There being no further business, the meeting adjourned.

Ruth Hopkins
Co-Chair

Bill Griffith
Co-Chair

RESOLUTION NO. 2005-05
City of Prairie Village, Kansas

WHEREAS, Section 14-202 of the Code of the City of Prairie Village, Kansas, entitled "Traffic Control Devices and Markings" provides that the Governing Body may, by resolution, establish and fix the location of traffic control devices as may be deemed necessary to guide and warn traffic; and

WHEREAS, it has been determined by a traffic study and accident reports that the intersection of 84th Street and Fontana, all located within the City of Prairie Village, needs to have traffic control measures in order to make it a safer intersection;

WHEREAS, City Staff has recommended that the governing body of the City of Prairie Village, Kansas provide for yield signs at said intersection; "now, be it therefore resolved, that the intersection of 84th Street and Fontana be made a controlled intersection, as follows:

NOW BE IT RESOLVED by the Governing Body of the City of Prairie Village, Kansas as follows:

The intersection of 84th Street and Fontana, north and south entrances is hereby designated as yield intersections and that a yield sign as prescribed by standard traffic ordinance be constructed at said intersection on the north and south entrances of said intersection.

ADOPTED BY THE GOVERNING BODY ON THIS __ DAY OF NOVEMBER, 2005.

APPROVED AND SIGNED BY MAYOR RONALD L. SHAFFER ON THE . DAY OF NOVEMBER, 2005.

By: _____
Ronald L. Shaffer, Mayor

ATTEST:

City Clerk, Joyce Hagen Mundy

Ordinance No. 2109

AN ORDINANCE AMENDING CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED PUBLIC OFFENSES AND AMENDING SECTION 11-104 AND SECTION 9.16 OF THE UNIFORM PUBLIC OFFENSE CODE ENTITLED "RESIDENTIAL PICKETING".

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

SECTION I.

Section 11-104 of the Prairie Village Municipal Code, 2003 and Section 9.16 of the "Uniform Public Offense Code" Edition 2004 as amended from time to time is hereby amended to read as follows:

Section 9.16 Residential Picketing. It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the City.

Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

SECTION II.

This ordinance shall take affect and be in force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS 21st DAY OF NOVEMBER, 2005.

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

2006 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2005 by and between the City of Prairie Village, Kansas, hereinafter referred to as "City", and the Johnson County Park and Recreation District, hereinafter referred to as the "District", each party having been organized and now existing under the laws of the State of Kansas.

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

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

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

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

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2005; and

WHEREAS, the Governing Body of the District did authorize its chairperson to execute this agreement by official vote of said body on the _____ day of _____, 2005.

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

1. The District shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from **May 31, 2006** through the period ending **August 11, 2006** provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.

4. Purpose of the Agreement. The purpose of this Agreement is to allow the District to operate a summer day camp at the Park and for the City to lease to the District the right to use the Park and parts of the Pool as hereinafter set forth in operating the District's day camp activities.
5. Financing. Except as may be otherwise provided herein, the District shall provide all funding and personnel necessary to manage the day camp program.
6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. The District may not install any fixtures or make any physical changes to the premises and facilities of the Park or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or the District. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.
7. Administration of Program. The day camp program shall be administered, staffed and operated solely by the District.
8. Responsibilities

The District:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of the District to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$19 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$3.50 per person per visit and must be paid in advance on dates listed in the Agreement in accordance with Prairie Village Council Policy #620. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2006.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.

- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.
- k. Will provide locked storage box to be located in the Park shelter for the storage of camp supplies.
- l. Will provide refrigerator to be located in the Prairie Village Community Center for storage of participant lunches.

The City:

- a. Shall provide the District exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 31, through August 11, 2006 except as otherwise provided herein.
 - b. Shall provide the District with exclusive use of the Park Shelter on Thursday, June 1, 2006, from 10:00 a.m. to 8:00 p.m. for parent orientation.
 - c. Shall provide the District with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
 - d. Shall allow the District to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 31 through August 11, 2006.
9. Indemnification. In case any action in court is brought against the City or City's representatives, or any officer or agent of the City, for the failure, omission or neglect of the District to perform any of the covenants, acts, matter or damage caused by the alleged negligence of the District, the District shall indemnify and hold harmless the City, the City's representatives, and its officers and agents from all losses, damages, costs, expenses, judgements or decrees arising out of such action.
10. Disclaimer of Liability. The City shall not be liable or obligated to the District for damage incurred by the District upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.

11. Insurance. The District shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect the District and the City against all hazards or risks generated by the District or any of its agents. The District shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

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

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. The District shall pay to the City shelter rental on or before September 30, 2005.
- b. The District shall pay to the City Pool fees on Friday of each week.
- c. Residents of the City shall have permission to use the shelter during camp hours when the District program is off-site for field trips. The District shall provide the City with a notice of off-site scheduling on first day of each week.
- d. All surface cleaning in the Park shelter and restroom shall be the responsibility of the District. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.

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

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

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

16. Nonassignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.
17. Non-Discrimination Clause. The District shall comply with all applicable state and federal laws in carrying out this Agreement. In connection with the performance of this Agreement, the District agrees to comply with the applicable provisions of all state and federal non-discrimination laws. The District further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

JOHNSON COUNTY PARK AND RECREATION DISTRICT

Dr. Marvin E. Wollen, Chair
Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Paul E. Alvarado, Jr., Secretary

Bill Tuley, District Legal Counsel

TO: City of Prairie Village

FROM: Johnson County Park and Recreation District

RE: 2006 Request for Large Pavilion at Harmon Park for Day Camp

DAY	DATE	TIME	USE
Thursday,	June 1	10:00 a.m. - 8:00 p.m.	Set-up / Parent Orientation
Friday,	June 2	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday,	June 5- June 9	7:00 a.m. - 5:30 p.m.	Day Camp
Monday,-Friday,	June 12 - June 16	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday,	June 19 - June 23	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday,	June 26- June 30	7:00 a.m. - 5:30 p.m.	Day Camp
Monday, Wednesday-Friday	July 3, July 5 – July 7	7:00 a.m. - 5:30 p.m.	Day Camp
No camp Tuesday	July 4th		
Monday-Friday,	July 10 - July 14	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday,	July 17- July 21	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday,	July 24 - July 28	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday,	July 31 – August 4	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday,	August 7- August 11	7:00 a.m. - 5:30 p.m.	Day Camp

The following is list of dates and times the Summer Escapades Camp located at the large Pavilion and run by Johnson County Park and Recreation District would like to swim at Prairie Village Pool for the 2006 pool season.

Tuesday, June 6 th .	1:00 p.m. until 3:00 p.m.
Wednesday, June 7 th .	2:00 p.m. until 4:00 p.m.
Thursday, June 8 th .	1:00 p.m. until 3:00 p.m.
Tuesday, June 13 th .	1:00 p.m. until 3:00 p.m.
Wednesday, June 14 th .	2:00 p.m. until 4:00 p.m.
Thursday, June 15 th .	1:00 p.m. until 3:00 p.m.
Tuesday, June 20 th .	1:00 p.m. until 3:00 p.m.
Wednesday, June 21 st .	2:00 p.m. until 4:00 p.m.
Thursday, June 22 nd .	1:00 p.m. until 3:00 p.m.
Tuesday, June 27 th .	1:00 p.m. until 3:00 p.m.
Wednesday, June 28 th .	2:00 p.m. until 4:00 p.m.
Thursday, June 29 th .	1:00 p.m. until 3:00 p.m.
Wednesday, July 5 th .	2:00 p.m. until 4:00 p.m.
Thursday, July 6 th .	1:00 p.m. until 3:00 p.m.
Tuesday, July 11 th .	1:00 p.m. until 3:00 p.m.
Wednesday, July 12 th .	2:00 p.m. until 4:00 p.m.
Thursday, July 13 th .	1:00 p.m. until 3:00 p.m.
Tuesday, July 18 th .	1:00 p.m. until 3:00 p.m.
Wednesday July 19 th .	2:00 p.m. until 4:00 p.m.
Thursday, July 20 th .	1:00 p.m. until 3:00 p.m.
Tuesday, July 25 th .	1:00 p.m. until 3:00 p.m.
Wednesday, July 26 th .	2:00 p.m. until 4:00 p.m.
Thursday, July 27 th .	1:00 p.m. until 3:00 p.m.
Tuesday, August 1 st .	1:00 p.m. until 3:00 p.m.
Wednesday, August 2 nd .	2:00 p.m. until 4:00 p.m.
Thursday, August 3 rd .	1:00 p.m. until 3:00 p.m.
Tuesday, August 8 th .	1:00 p.m. until 3:00 p.m.
Wednesday, August 9 th .	2:00 p.m. until 4:00 p.m.
Thursday, August 10 th .	1:00 p.m. until 3:00 p.m.

2006 CITY OF PRAIRIE VILLAGE POOL USAGE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2005 by and between the City of Prairie Village, Kansas, hereinafter referred to as "City", and the Johnson County Park and Recreation District, hereinafter referred to as the "District", each party having been organized and now existing under the laws of the State of Kansas.

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

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

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

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

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

WHEREAS, K.S.A. 12-2901 et seq., and amendments thereto, entitled the "Interlocal Cooperation Act", authorize the parties hereto to cooperate in sponsoring a swim program for the aforesaid reasons; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the ____ day of _____, 2005; and

WHEREAS, the Governing Body of the District did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of _____, 2005.

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

1. The District shall have access to and the use of the Pool for the term, times and use as hereinafter specifically defined.

2. Duration of Agreement and Termination. This agreement shall be in effect from **May 31, 2006** through the period ending **September 3, 2006** provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement. The purpose of this agreement is to facilitate cooperation in the establishment and operation of an aquatics program and to define responsibilities for the operation, finances, publicity, facility maintenance and other matters pertaining to the program.
5. Financing. Except as may be otherwise provided herein, the District shall provide all funding and personnel necessary to manage the aquatics program.
6. Acquisition Holding and Disposal of Property. The Pool shall remain the property of the City. The District may not install any fixtures or make any physical changes to the premises and facilities of the Pool. No equipment is to be jointly owned. In the event that this agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this agreement. The City will permit the District the use of the pool lanes during the Master Swim practice. The District will be responsible for the setup and take down each evening and for any maintenance or repair.
7. Administration of Agreement. The District's aquatics program at the Prairie Village Municipal Swimming Pool shall be known as a co-sponsored program between the District and the City.
8. Responsibilities

The District:

- a. Shall operate an aquatics program for adults 16 and over and senior citizens age 50 or older. Only persons qualified to conduct aquatics programs will be permitted to instruct the classes. It is the responsibility of the District to ensure that the instructors are qualified.
- b. Shall provide an annual report to include the number of programs, the number of people served, the residency of persons served and inventory of

equipment, the class fee structure and other information as may be requested by the City.

- c. Shall provide a printed list, for review and approval by the City, of proposed facility improvements or program enhancements to benefit aquatic program participants utilizing the Prairie Village Swimming Pool.

The City:

- a. Shall provide access to the Pool during the following days and times:
 - 1. Water Exercise (16+)—Tuesday and Thursday
5:30–6:30 p.m. June 6 to August 31, 2006
 - 2. Water Exercise (50+) – Monday and Wednesday
4:30–6:30 p.m. May 29 to August 30, 2006
 - 3. Master’s Swim Workouts – Monday and Thursday
Monday – Thursday - 6:30–8:00 p.m May 30 to August 31, 2006

- 9. Indemnification. In case any action in court is brought against the City or City’s representative, or any officer or agent, for the failure, omission or neglect of the District to perform any of the covenants, acts, matter or damage caused by the alleged negligence of the District, the District shall indemnify and save harmless the City and the City’s representatives and its officers and agents from all losses, damages, costs, expenses, judgements or decrees arising out of such action.

- 10. Disclaimer of Liability. The City shall not be liable or obligated to the District for damage insured to the District upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.

- 11. Insurance. The District shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect the District and the City against all hazards or risks generated by the District or any of its agents. The District shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured. The Certificate shall list the following insurance coverage:

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

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. For 50+ and Adult Water Exercise programs the District agrees to pay to the City a “pool use fee” in the amount of \$8.00 per hour. Each program will be limited to the use of two (2) lap lanes during each class period.
- b. For the Master’s program, the District agrees to pay to the City a “pool use fee” in the amount of \$19.00 per participant per month and allow access to a maximum of four (4) lap lanes from 6:30 p.m. to 8:00 p.m. If the pool manager requires participants to leave the pool due to overcrowding, a partial refund of the use fee may be made.
- c. By the terms of this agreement, the aquatics program shall be known as a Co-sponsored program; all written and verbal publicity should reflect the Co-sponsorship. Every effort shall be made by both agencies to inform the participants and public of the Co-sponsorship arrangement.

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

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

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

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

17. Non-Discrimination Clause. The District shall comply will all applicable state and federal laws in carrying out this agreement. In connection with the performance of this agreement, the District agrees to comply with the applicable provisions of all state and federal non-discrimination laws. The District further

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

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

JOHNSON COUNTY PARK AND RECREATION DISTRICT

Dr. Marvin E. Wollen, Chair
Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Paul E. Alvarado, Jr., Secretary

Bill Tuley, District Legal Counsel

Johnson County Park and Recreation District

Learn to Swim Program

Participation Agreement – 2006

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

1. The Johnson County Park and Recreation District will provide:
 - The Learn to Swim Program.
 - Private/Semi Private Lessons
 - The scheduling for the lessons in the program.
 - Sufficient certified staff.
 - A staff member to monitor and control the entrance.
 - Promotion of the program.
 - Registration of the participants.
 - Equipment needed for the program.
 - Emergency action plans and first aid kit.
- The City of Prairie Village will provide a temporary barrier at the entrance to assist staff in the control of patrons at the entrance.
2. The Johnson County Park and Recreation District will have use of the facility beginning June 5, 2006 and ending August 10, 2006.
 - Lessons offered Monday through Thursday, with Fridays to be held for make up and training days as needed.
 - Morning lessons held between 7:50 a.m. – 10:50 a.m. Session dates:
 1. June 5 – June 15
 2. June 19 – June 29
 3. July 3 – July 14
 4. July 17 – July 27
 5. July 31-August 10
 - Evening lessons held between 5p.m. and 8 p.m. Session dates:
 1. June 5 – June 15
 2. June 19 – June 29
 3. July 3 – July 14
 4. July 17 – July 27
 - Adult Learn to Swim: June 6 – July 27, Tuesdays and Thursdays
7:30 p.m. to 8:20 p.m.
3. The sessions will be:

- Eight (8), twenty-five (25) minutes for all Parent Tot, Young Tot for Levels 1-2.
 - Eight (8), thirty-five (35) minutes for Levels 3-6.
4. The Johnson County Parks and Recreation District courses offered:
- Parent & Tot (ages 6 months – 2 years)
 - Parent & Tot 2 (ages 18 months – 3 years)
 - Young Tot (ages 3 – 5 years)
 - Young Tot 2 (ages 3 – 5 years)
 - Level 1: Water Exploration (ages 5 & Up)
 - Level 2: Primary Skills (ages 5 & Up)
 - Level 3: Stroke Readiness (ages 6 and older)
 - Level 4: Stroke Development (ages 6 and older)
 - Level 5: Stroke Refinement (ages 6 and older)
 - Level 6-A: Skill Proficiency (ages 6 and older)
 - Level 6: Fitness Swimmer (ages 6 and older)
 - Level 6: Fundamentals of Diving (ages 6 and older)
 - Level 6: Personal Water Safety (ages 6 and older)
 - Level 6: Lifeguard Readiness (ages 6 and older)
 - Adult Lessons
 - Private/Semi Private Lessons
5. Course Fees will be:
- \$40 Learn to Swim per Session (Johnson County Resident)
 - \$44 Learn to Swim per Session (Non-Johnson County Resident)
 - \$40 for Four-20 minute Private Lessons (Johnson County Resident)
 - \$44 for Four-20 minute Private Lessons (Non-Johnson County Resident)
 - \$70 for Eight-20 minute Private Lessons (Johnson County Resident)
 - \$77 for Eight-20 minute Private Lessons (Non-Johnson County Resident)
 - \$40 per child for Four-30 minute Semi-Private Lessons (Johnson County Resident)
 - \$44 per child for Four-30 minute Semi-Private Lessons (Non-Johnson County Resident)
 - \$70 per child for Eight-30 minute Semi-Private Lessons (Johnson County Resident)
 - \$77 per child for Eight-30 minute Semi-Private Lessons (non-Johnson County Resident)
6. The Johnson County Park and Recreation District Learn to Swim program will conduct out of the water for days of inclement weather, facility problems, or insufficient staffing.

7. The Johnson County Park and Recreation District will establish a routine to take a water test before the use of the pool to check for the chemical balance. This will aid in maintaining safety standards for the participants.
8. Non-Discrimination Clause

The Johnson County Park and Recreation District shall comply with all applicable state and federal laws in carrying out this agreement.

In connection with the performance of this agreement, the Johnson County Park and Recreation District agrees to comply with the applicable provisions of all state and federal discrimination laws.

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

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

9. The Johnson County Park and Recreation District shall furnish to the City a valid certificate of broad form liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$2,000,000.00 with the City named as an additional insured on such policies. Copies of said policies shall be provided to the City on or before May 31, 2006.

The Johnson County Park and Recreation District agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, the Johnson County Park and Recreation District agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending against such claims) resulting from the Johnson County Park and Recreation District's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. The Johnson County Park and Recreation District specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from participation in swimming lessons conducted by the Johnson County Parks and Recreation District.

The Johnson County Park and Recreation District and its employees are independent contractors and are not employees, servants, or agents of the City of Prairie Village. The Johnson County Park and Recreation District has the sole responsibility of providing worker's compensation coverage for its employees and the City shall not be responsible for injuries or bodily damage done to Johnson County Parks and Recreation District volunteers, employees, representatives and/or staff.

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

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

Johnson County Park and
Recreation District

Representative
Dr. Marvin E. Wollen, Board Chair

Date

APPROVED AS TO FORM

Bill Tuley, District Legal Counsel

City of Prairie Village, Kansas

Representative
Mayor Ronald L. Shaffer

Date

American Red Cross Aquatic Examiner Service Agreement

This Agreement is made and entered into on November 3, 2005 by and between the Greater Kansas City Chapter of the American National Red Cross (Red Cross), having its principal address at 211 W. Armour Boulevard, Kansas City, MO 64111 and the City of Prairie Village, KS an organization with an aquatic facility with its principal address at 7700 Mission Road, Prairie Village, KS 66208.

I. RED CROSS AGREES TO:

Provide to the Facility one or more parts of the American Red Cross Aquatic Examiner Service as identified below (by initials of an authorized Facility representative in the spaces provided). For the purpose of this Agreement, the aquatic examiner service shall mean the Red Cross service as defined fully in Section 4 of the Aquatic Examiner Service Handbook published in 2003, and as amended from time to time, a copy of which has been provided concurrently with this Agreement and the provisions of which are incorporated herein by reference (Aquatic Examiner Service Handbook, Section 4). A. Initial conference: _____ (Initial here if selected). A Red Cross Aquatic Examiner Service Administrator will tour the Facility and review the Facility's policies and procedures and emergency action plans as described in the Aquatic Examiner Service Handbook, Section 4. Within two weeks, the Red Cross will provide a report identifying the results of the conference and suggestions for improvement. B. Lifeguard and support personnel training: As described in Aquatic Examiner Service Handbook, Section 4, the Red Cross will assist the Facility with:

(1) Annual or preseason orientation and training _____ (Initial here if selected);

(2) Annual Red Cross training _____ (Initial here if selected);

(3) In-service training _____ (Initial here if selected).

C. On-site lifeguarding evaluations: _____ (Initial here if selected). The Red Cross will administer unannounced on-site evaluations to specifically review the activities identified in the Lifeguard Skills Evaluation Checklist.

II. THE FACILITY AGREES TO:

Comply with all facility Aquatic Examiner Service requirements as set forth in the Aquatic Examiner Service Handbook, Section 4 including but not limited to:

A. Accepting responsibility for all activities associated with developing and implementing its own operational and emergency procedures.

B. Maintaining on a current basis all applicable government permits or licenses to operate the Facility.

C. Granting permission for Red Cross access to the Facility as necessary in order to conduct the initial conference, lifeguard and support personnel training, and on-site lifeguarding evaluations as applicable.

D. Assuring that to the extent the Facility elected annual or preseason orientation and training, annual Red Cross training, and/or in-service training that the relevant Aquatic Examiner Service requirements as outlined in the Aquatic Examiner Service Handbook, Section 4 are provided to Facility staff.

III. COMPENSATION

A. Upon invoicing, the Facility will provide compensation to the Red Cross for Aquatic Examiner services for each Facility location at the following rates net 30 days. Failure to pay will result in termination.

B. Rates: Refer to pricing sheet enclosed.

IV. USE OF RED CROSS NAME AND EMBLEM

Subject to full compliance with the Aquatic Examiner Service, the Facility shall have the right to use the Red Cross name and emblem (consisting of a red Greek cross) solely to acknowledge that the Facility has participated in the Red Cross Aquatic Examiner Service. Such acknowledgment shall only take the form of: **Proud participant of the American Red Cross Aquatic Examiner Service**. With the exception of the foregoing paragraph, the Facility acknowledges and agrees that nothing in this Agreement shall constitute a license or permission for the Facility to use the American Red Cross name or Red Cross emblem in connection with the Facility's business, facilities, employees or any Facility informational, marketing or advertising materials (whether in print, electronic or digital form).

V. INDEPENDENT CONTRACTORS

In performance of all duties and obligations under this Agreement, it is mutually understood and agreed that the Facility and the Red Cross are independent entities, are not related and are not to be considered the agent, servant, partner, employee or joint venturer of the other party.

VI. ASSIGNMENT

This Agreement shall not be assigned or the services subcontracted by either party without the prior written consent of the other party.

VII. CONFIDENTIALITY

Red Cross and the Facility acknowledge and agree that if during the term of this Agreement confidential information (as identified by the party providing the information) is disclosed by one party to the other, each party shall hold all such confidential information in the strictest confidence and shall not voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such confidential information or any portion thereof without the express written consent of the other party or unless compelled by subpoena, court order or other lawful means.

VIII. TERM

Subject to sections X and XIV below, this Agreement shall be in effect for seasonal facilities from the date first written above to; or (2) for year round facilities, one year from the date first written above. This Agreement shall not be renewed without the written consent of the Red Cross.

IX. CANCELLATION

Either party may cancel this Agreement for any reason by providing 30 days advance written notice to the other party.

X. INDEMNITY AND HOLD HARMLESS

Facility agrees to indemnify, defend, and hold harmless the Red Cross and its directors, officers, agents, volunteers, and employees against any and all claims, demands, damages, lawsuits, penalties, administrative proceedings, judgments, costs or expenses, including attorneys' fees, resulting from, or arising out of the acts or omissions of either party in connection with the Facility, its operations, or the performance or breach of this Agreement. The foregoing notwithstanding, Facility shall have no obligation to indemnify or hold harmless the Red Cross, its directors, officers, agents, volunteers and employees if it has been determined by the final order of a court of competent jurisdiction that a proportion of the liability thereof was caused by the willful misconduct or negligent activity of the Red Cross, its directors, officers, employees, volunteers or agents, in which case, the Red Cross shall be responsible solely for its proportionate share of the liability. This clause survives termination of this Agreement.

XI. EXCULPATORY CLAUSE

It is understood and agreed that wherever in this agreement the term Red Cross is used it shall mean the chapter of the American National Red Cross; that said chapter is a duly constituted local unit of the American National Red Cross, a federal corporation (36 U.S. Code 1 et seq); and that all obligations of the Red Cross under this Agreement shall be undertaken and completed exclusively by said chapter and solely at the expense of the chapter without

resort in any event to, or commitment of, the funds and property of the American National Red Cross or any other unit thereof than the chapter.

XII. LIMITATION OF RED CROSS LIABILITY

Each party understands and agrees that:

- A. The Aquatic Examiner Service and the Red Cross's obligations there under are based solely upon the Red Cross lifeguard training and evaluation activities in the Aquatic Examiner Service Handbook as selected by the Facility and set forth in Section I of this Agreement. Accordingly, any review or suggestions offered by the Red Cross, its employees or agents with respect to the Facility, any operations or procedures thereof, or the Facility's lifeguarding equipment shall not be construed as approval of, or certification with respect to, the safe design, operation or function of the Facility or its equipment by the Red Cross. Participation by the Facility in the Aquatic Examiner Service does not guarantee that (i) the Facility will be accident free; (ii) the operations of the Facility are sufficient for safe operation, or (iii) the Facility is in compliance with any laws, codes or ordinances. The Red Cross is not responsible for the acts or omissions of the Facility, its agents, contractors or employees. The rights and obligations of the Red Cross under this Agreement to provide initial conference, lifeguard and support personnel training, or on-site lifeguarding evaluations as described in the Aquatic Examiner Service and selected by the Facility in Section I of this Agreement or review of any Facility lifeguarding equipment or physical aspect of the Facility shall not constitute an undertaking on behalf, or for the benefit, of the Facility or others.

- B. No supervisory activities will be performed by Red Cross. The Red Cross assumes no authority or obligation to make changes in Facility's operations or to have the Facility implement suggestions of the Red Cross. Suggestions made by the Red Cross to the Facility relate only to specific conditions and lifeguarding procedures observed by Red Cross while at the Facility's aquatic site (pool, lakefront, etc.) pursuant to the Aquatic Examiner Service. It is the Facility's sole responsibility to decide whether or not to follow suggestions made by the Red Cross, its agents or employees in the context of Aquatic Examiner Service.

XIII. TERMINATION

Failure to comply with the terms and conditions of this Agreement or the Aquatic Examiner Service may be interpreted as cause for immediate termination of the Agreement. Termination shall be effective upon written notice delivered to the other party.

XIV. LIMITATION OF WARRANTIES

With respect to the Red Cross, the foregoing is in lieu of all other warranties of merchantability and fitness for a particular purpose or otherwise and for all liability for special, indirect or consequential damages, including lost income or profits, even if the Red Cross has been advised of the possibility of such damages. In witness whereof, the parties have entered into this agreement as of the date first above written. By signing this agreement, the individuals indicate that he or she has the authority to sign this agreement.

Greater Kansas City Chapter of the National American Red Cross

Kevin Ryan, Program Manager, Professional Aquatics

Warren Hawblitzel, Director of Health Services

City of Prairie Village District Authorized Representative

Printed Name

Signature

**American Red Cross Greater Kansas City Chapter
Aquatic Examiner Services
Summary of Services for 2005**

Season Customer: City of Prairie Village
Contact: Josh Farrar
Address: 7700 Mission Road
City/State/Zip: Prairie Village, KS 66208
Business Phone: 913/381-6464 **Fax:** 913/381-7755
Proposal Date: October 5, 2005
American Red Cross Representative: Kevin Ryan, Program Manager, Professional Aquatics
Office Phone: 816/931-6662 ext. 234
Mobile Phone: 913/208-9969
Fax: 816/531-7306

Summary of Aquatic Examiner Services

Operations Review

Initial Conference Not scheduled for 2006

Service Area – II: Staff Training

Lifeguard & CPR for the Professional Rescuer Challenge

40 Staff x \$60.00 per staff \$2,400.00

Waterpark Training

40 Staff X \$30.00 per staff \$1,200.00

Please note that the cost will be adjusted to reflect the actual number of staff who participate in the training.

Service Area – III: On Site Evaluations

Three on-site evaluations X \$300.00 per evaluation plus two re-tests at \$50.00 \$1,000.00

TOTAL SERVICE PACKAGE: \$4,600.00

NOTE: This Statement of Summary of Services does not include any re-testing fees that may need to be applied during the implementation of the Aquatic Examiner Program. Additional re-testing fees of \$50.00 per hour will be issued upon completion of services. Your agency will be billed as the services have been provided.

OLD BUSINESS

Consider Harmon Park & Pool Renovation Bond Refinancing

On October 3, 2005, the City Council directed the City's Financial Advisor to proceed with the preparations to refinance the 1994 Harmon Park Expansion and 2000 Pool Renovation Bonds. Attached is the resolution authorizing the offering for sale of the refunding bonds. David Arteberry, with George K. Baum, will be present to answer any questions.

**CITY COUNCIL APPROVE RESOLUTION 2005-06
AUTHORIZING THE OFFERING FOR SALE OF
GENERAL OBLIGATION REFUNDING BONDS
OF THE CITY OF PRAIRIE VILLAGE**

RESOLUTION NO. 2005-06

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF PRAIRIE VILLAGE, KANSAS.

WHEREAS, the governing body of the City of Prairie Village, Kansas (the "City") has determined that it is desirable and in the best financial interest of the City to issue approximately \$1,360,000 principal amount of General Obligation Refunding Bonds, Series 2006-A (the "Bonds") to refund the following General Obligation Park Refunding Bonds, Series 1994-A and General Obligation Park Improvement Bonds, Series 2000-A of the City (the "Refunded Bonds"):

<u>Series</u>	<u>Principal Amount Refunded</u>	<u>Maturities Refunded</u>
1994-A	\$505,000	09-01-06 through 09-01-09
2000-A	790,000	09-01-09 through 09-01-14

and to pay the costs of issuing the Bonds; and

WHEREAS, the City desires to authorize the Mayor, City Administrator, City Clerk and other officials of the City to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the ordinances and resolutions authorizing the issuance of the Refunded Bonds and by Kansas law; and

WHEREAS, the City desires to authorize the City's financial advisor and bond counsel to proceed with the offering for sale of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:

Section 1. The Bonds, as to be described in the Notice of Sale and Preliminary Official Statement hereinafter referred to, shall be offered at competitive public sale with bids on Monday, December 19, 2005, or on such other date as the City will determine, with the advice of its financial advisor. Bids for the Bonds will be received until 2:00 p.m., local time, on such date, or until such other time as the City will determine, with the advice of its financial advisor.

Section 2. The City Clerk is hereby authorized and directed to receive bids for the purchase of the Bonds on behalf of the City and to deliver all bids so received to the governing body at its meeting to be held at 7:30 p.m. on the sale date, at which meeting the governing body shall review such bids and act on the acceptance of the best bids.

Section 3. The Mayor, City Clerk and City Administrator are authorized to arrange for the preparation of a Preliminary Official Statement. For the purpose of enabling the purchaser of the Bonds to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby authorizes the City Administrator, upon completion of the Preliminary Official Statement to his satisfaction, to provide the purchaser with a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the

purchaser(s) to comply with the requirements of such Rule. The Preliminary Official Statement may be used in connection with the public sale of the Bonds.

Section 4. The City Clerk and George K. Baum & Company, the City's financial advisor, are hereby authorized to give notice of said public sale by mailing or otherwise making available copies of the Notice of Sale and Preliminary Official Statement to prospective purchasers of the Bonds.

Section 5. The City Clerk and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds. George K. Baum & Company is hereby authorized to submit a bid for or participate in a syndicate bidding for the Bonds.

Section 6. The Mayor, City Administrator, City Clerk, and other officials of the City are hereby authorized to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the ordinances and resolutions authorizing the issuance of the Refunding Bonds and by Kansas law.

Section 7. The officers and representatives of the City are hereby authorized and directed to take such action as may be necessary, after consultation with the financial advisor and bond counsel, to subscribe for the United States Treasury Securities to be purchased and deposited in the escrow for the Refunded Bonds.

Section 8. Prior to the sale of the Bonds, the City Administrator may remove one or both series of the Refunded Bonds, or portions thereof, from the refunding if she determines, based on information provided by George K. Baum & Company, that the estimated present value savings to be generated from the refunding of the Refunded Bonds do not justify the refunding at that time.

Section 9. This Resolution shall be in full force and effect from and after its passage by the Governing Body.

PASSED by the Governing Body this 21st day of November, 2005.

(SEAL)

ATTEST:

Mayor Ronald L. Shaffer

Joyce Hagen Mundy, City Clerk

MAYOR'S ANNOUNCEMENTS

Monday, November 21, 2005

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.

INFORMATIONAL ITEMS
November 21, 2005

1. City Administrator Report – November 17, 2005
2. Letter from Carol Criss on McCrum Park
3. Letter from Wayne Vennard
4. Sister City Committee Minutes – November 14, 2005
5. Park and Recreation Committee Minutes – November 9, 2005
6. Invitation to Johnson & Wyandotte Counties Council of Mayors Dinner
7. Mark your Calendar
8. Council Committee Agenda

CITY ADMINISTRATOR'S REPORT

November 17, 2005

Best of the "burbs"

It doesn't get much better than this. The Kansas City Star confirmed what we have said for years – Prairie Village is a great place to live.

The County Economic Research Institute (CERI) recently released its Johnson County ZIP Code Demographic Report for 2005. One of the statistics was a report showing estimates of the number of households and total annual household income in each of the County's zip codes. Seventy-five percent of the City is in zip code 66208, the area North of 83rd Street, that zip code also includes a portion of Mission Hills. This area includes 9,313 households with an average annual income of \$116,746. Twenty-five percent of the City's residents live in 66207, Mission Road to Nall Avenue, between 83rd Street and 95th Street, a portion of that zip code is in Overland Park. Average income in that area is \$108,467. The third area is a small corner East of Mission Rd, from 83rd Street to 84th Terrace, the majority of that zip code is located in Leawood. Average annual income in that area is \$121,581.

In the 2006 Budget we used the Prairie Village annual home value provided by Johnson County, \$199,839. According to the CERI report, the average home value in zip code 66208 is now \$274,786; in the 66207 zip code area the value is \$246,756. Because the zip code zones do not follow city limits, these values are usually somewhat higher than the County values; however, we can assume values will increase again in next year's report from the County.

Public Works:

Most of the major construction projects in the City are buttoned up for the year. Crews are clearing leaves, opening storm drains, getting equipment ready for winter weather and doing some training.

Bob recently gave me an article entitled Construction Inflation Alert. The article addressed the frequently asked question of why construction costs in the past two years are rising so much faster than the general rate of inflation – or if this disparity is real.

In general, consumer prices have remained moderate during the past five years, although they have accelerated in the past two years as oil prices set new records. Data available at this time do not reflect the impact of Hurricane Rita and only partially reflect the impact from Katrina. Both storms struck especially hard at the supply of construction inputs ranging from diesel fuel to plastics to cement. The majority of Gulf of Mexico crude oil and natural gas production was still shut down as recently as late October. The result of this is sure to mean an increase in construction materials that use oil or natural gas. The hurricanes also interfered with imports of cement and natural rubber and damaged plants that produce raw materials needed for lumber, plywood and for galvanizing steel.

According to the article, most construction contractor prices either declined or experienced modest increases in 2001-03. As a result, contractors were not making provision for the price increases they incurred in 2004. The cost of their basic materials exploded in the twelve months through September 2004. The price of asphalt increased 12 percent during that period and the price of fuel to operate their equipment and transport materials increased even more. Highway and street construction costs had decreased nearly 4% in 2001, increased only 1% in 2002, 2.6% in 2002, and 11% in 2004. This year those costs increased 16%.

The bottom line is that with construction booming because of the devastation on the coast and with costs of construction increasing, the City will have difficulty completing the capital program planned for 2006.

Personnel:

FBD, the consulting firm hired to prepare the City salary and benefits survey, has started gathering information and meeting with managers. They are developing a basic outline and schedule for a meeting with the L/F committee to explain the process and way the salary and benefit survey will be managed. They will ask for some policy decisions from the Council after the process and options are clear.

More than thirty employees took advantage of the flu shots offered by the City this year.

This has been a difficult year in all departments because of employee turnover. Joyce manages three employees, currently the one with the most tenure has been here two months and Joyce still has a position open. I lost an Office Manager and Finance Director. The Police Department just hired two new police officers and is still short one dispatcher, one clerk, two Community Service Officers and four police officers. Bob has lost and replaced several employees this year and Josh just reported that Kim Cobb, the pool manager for several years, has resigned.

Codes:

Doug reported that the Code Enforcement officer recently completed a Gateway inspection on Mission Lane and in the area from 75th Street to 79th Street, Belinder to Booth. She inspected 220 homes in the second area and found only four violations.

The new liquor ordinance went into effect November 15th. The changes are, Sunday sales can continue but the City's ordinance changed from a start time of 11:00 a.m. on Sunday to noon to comply with the state statute. Beer and packaged liquor can now be sold in retail establishments that have an alcohol or cereal malt beverage permit from the state. Previously this applied only to liquor stores. This means alcoholic beverages could be sold in any retail establishment, like a grocery store, drug store, etc. The City's zoning ordinances will not allow alcoholic beverages to be sold at service stations or in their attached convenience shops.

National League of Cities

If you think you might be able to attend the NLC Congressional meetings in Washington D.C. on March 11 through March 15, 2006, please contact me or Lauren. If we register you in December there is a large discount on the registration fee. The penalty for canceling is small if you later decide you cannot attend.

November 1, 2005

City Council Member
and

Prairie Village Planning Committee
Municipal Offices
7700 Mission Road
Prairie Village, Kansas 66208

Dear Planning Committee Member:

I am a resident at 4811 West 69th Terrace, Prairie Village. Recently, I have become aware of notification from the city that a proposal to install Cingular Wireless antenna and building equipment in McCrum Park is now before you as a committee. I have resided at my home since April 4, 1969. I raised four children and have three grandchildren, all of whom thoroughly enjoyed and are presently enjoying relaxing and playing at McCrum Park. This small park has always been a focal point of family fun and inspiration. It is a neighborhood park enjoyed by dozens of families on a daily basis. It is amazing to me that so many young mothers and fathers take their children to the park. I see many, many people walk to the park, passing my house along the way. The park is properly maintained by Prairie Village.

The proposal to install Cingular Wireless equipment strikes me as an enormous mistake that would be made. I have a few reasons I wish you to consider before you pass a vote to install the equipment:

1. Undoubtedly, home property values would decline drastically.
2. The quiet and serenity of the neighborhood park would be severely altered.
3. The building structure would be a definite eyesore. I believe it would equal the parking of a recreational vehicle in the park and I'm quite sure that I would not be allowed to keep my recreational vehicle in my driveway, as a comparison.
4. Even more greenspace would be compromised. Why would we want Prairie Village to be thought of as a city that is not progressively sensitive to the greenspace and environmental health of the children and adults of the community?
5. The noise pollution and unattractiveness of the proposed building is most likely to interrupt the lives of the nearest neighbors. This is so insensitive to citizens of our city.
6. The care of the upkeep is in question in my mind. It has been pointed out to me that the Harmon Park wireless business properties are not properly maintained. Such lack of care invites rodents, insects and other pests to the area.

7. The building would most likely invite a potential for vandalism and other crime in the park.
8. It is my understanding that the very site where the building would be placed is part of the historic J.C. Nichols nursery. It seems that this area ought to be a place where the trees grow freely. If this proposal passes, trees would surely need to be removed. I believe this kind of thinking is not a caring and progressive attitude from city leaders.

I'm sure that my list could go on and on, but I'm betting that you are getting the idea that I will not support city leaders who put commercial interests before the health and caring of the citizens of the community of Prairie Village.

Please turn down this proposal. It is not for the benefit of Prairie Village.

Sincerely,



Carol Criss
4811 W. 69th Terr.
Prairie Village, KS 66208
913.262.0588

November 14, 2005

Mayor Ronald Shaffer
and the Prairie Village City Council Members
Prairie Village Municipal Offices
7700 Mission Road
Prairie Village, KS 66208

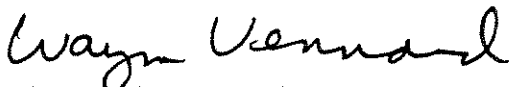
RE: Pledge of Allegiance

Dear Mayor Shaffer and City Council Members:

As a member of the Board of Directors of the Johnson County Mental Health Center, I have attended several meetings of the Johnson County Board of County Commissioners. Each regular meeting of the County Commissioners begins with a recitation of the Pledge of Allegiance by the Commissioners and all in attendance. It is an especially meaningful exercise during times of war.

I have recently attended many of the Prairie Village City Council meetings and believe that such an affirmation of the Pledge before each regular meeting would be very appropriate. I urge you to favorably consider this suggestion. Thank you.

Sincerely,



Wayne C. Vennard, Jr.

4011 West 87th Street
Prairie Village, KS 66207

Sister City Committee
November 14, 2005
Minutes

The Sister City Committee meeting was held in the multi-purpose room of the Prairie Village Municipal Offices. The meeting was officially called to order at 7:05 p.m. Members present were Leigh-Ann Haggerty - Chairperson, Cindy Dwigans- Vice Chairperson, Cleo Simmonds, Bob McGowan, Chris Haggerty and Alyce Grover. Brian Kneitz was also in attendance. Staff present was Joshua Farrar.

Approval of the Minutes

Cleo Simmonds made a motion, seconded by Chris Haggerty, to approve the minutes of June 13, 2005, July 11, 2005, August 8, 2005, September 12, 2005, and October 10, 2005. The motion passed unanimously.

Committee members introduced themselves to Brian and he then gave the Committee his background. He works for a company in Olathe that has sent him all over the world, including living in Belgium for four years.

Discuss KC Sister City Organization

Cindy reported that the Kansas City Sister City Organization will be selecting a location and hotel for the conference in 2008 and they will contact the Prairie Village Committee when assistance is needed. Cindy reported that the Kansas City Sister City organization should be able to hold any money raised through the Prairie Village Committees efforts under their 501©3 status.

Movie Night

Chris suggested continuing the movie night offerings on the third Wednesday of the month starting in January. Chris and Leigh-Ann will choose the three movies and Josh will check to make sure the Council Chambers are available. The Committee discussed recreating the brochures and felt direct marketing to the senior centers in the City would be a good strategy. Leigh-Ann will set up an advertisement in the Pitch Weekly again.

Young Artists Competition

Cleo showed the Committee the new brochure which he hoped to take to the printers the next day. Chris Haggerty made a motion, seconded by Alyce Grover, and passed unanimously.

MOTION

Authorize Cleo Simmonds to print copies of the Sister City Showcase of Young Artists Brochure for a price not to exceed \$200.00.

Ruth Hopkins made a motion, seconded by Alyce Grover and passed unanimously.

MOTION

Authorize the purchase of a \$75.00, \$50.00, and \$25.00 Prairie Village gift card for the three winners of the Sister City Showcase of Young Artists competition.

Community Profile Update

The Committee discussed the profile and felt a number of areas needed updates. Cindy will attempt to find the questions which the profile attempts to answer on the Sister Cities International website. Leigh-Ann suggested a one to two page synopsis of the information would be of value to the Committee. She will attempt to update the profile information and then create the one page synopsis. Josh Farrar will work on the update as well.

Other Business

Cindy informed the Committee that Prairie Village is not listed under the "Cities seeking Cities" section of the Sister City International website. She will investigate the issue.

Alyce reminded the Committee of a plaque the Committee intended to purchase in 2001 to serve as a dedication of the peace pole in front of the Municipal building. She felt if funds were available this would be a good use of Committee funds. Alyce Grover made a motion, seconded by Leigh-Ann Haggerty and passed unanimously.

MOTION

Authorize Alyce Grover to purchase a dedication plaque for the Peace Pole for a price not to exceed \$100.00.

Alyce also reported that she met with Ralph Schneider, the German Council, who also lives in Prairie Village. He said the Committee should be able to use Sister Cities International's 501©3 status to solicit donation.

Finally, the Committee discussed the December meeting. It will be held at 7:00 p.m. at Jun's Japanese Restaurant, 7660 State Line Road.

Cleo Simmonds made a motion to adjourn, seconded by Alyce Grover and passed unanimously. The meeting adjourned at 8:25 p.m.

Park and Recreation Committee
November 9, 2005
Meeting Minutes

The Park and Recreation Committee met on November 9, 2005 in the Council Chambers of Prairie Village City Hall. Members present were David Belz – Vice Chairperson, Diane Mares, Kathy Peterson, Clarence Munsch, Tod Hueser, Mary Beth Smith, David Voysey, and A.J. LoScalzo. Members of the public present were Prescott LeGard, James Reimer, Al Simmons, and Scott Crossete. Margaret Thomas and Tom Heintz were present representing the Environment/Recycle Committee. Staff present was Joshua Farrar and Bob Pryzby.

CALL TO ORDER

David Belz called the meeting to order at 7:05 p.m.

PUBLIC PARTICIPATION

David Belz asked for public participation. There was none.

CONSENT AGENDA

Clarence Munsch moved to approve the consent agenda for Wednesday, November 9, 2005.

1. Approve Committee minutes from October 12, 2005
2. PK2005-11: Consider 2006 British Soccer Contract

COUNCIL ACTION REQUIRED
LEGISLATIVE/FINANCE COMMITTEE

The motion was seconded and approved unanimously.

REPORTS

Recreation Report

Josh Farrar gave the Committee his season end report for 2005. Highlights included increased membership and attendance over 2004. The tennis programs, swim team, and synchronized swim team all had revenues which exceeded expenditures. The concession stand revenues exceeded expenditures by more than \$7,000. As of 10/31/05, 73% of pool operating costs were offset by revenue.

Public Works Report

Bob Pryzby reported that Public Works crews are collecting leaves, trimming trees, aerating fields, and fertilizing when possible.

OLD BUSINESS

Consider Streamside Signage Project

David Belz introduced Margaret Thomas and Tom Heintz. Margaret explained that they would like to put a sign up near the corner of Mission Road and Tomahawk. The sign would explain the improvements made to Brush Creek north of Tomahawk Road. Margaret explained the Environment/Recycle Committee has been planning the project

for nearly two years and at this point they are asking for approval of the concept for the project from the Park Committee. She will return in January or February to get final approval of the design, wording and exact placement of the sign. Bob Pryzby mentioned that the project to improve the bridge over Brush Creek had been approved and he will keep the signage project in mind when working with Mission Hills on the final design. A.J. LoScalzo made a motion, seconded by Tod Hueser, and passed unanimously.

MOTION

The Parks & Recreation Committee approves of the concept of a streamside sign describing the creek improvements made north of Tomahawk Road to Brush Creek.

69th Street Fountain

The Committee updated Bob on the status of this project. Bill Griffith is supposed to contact his homes association for more information.

Prairie Park Addition Status

Bob Pryzby explained that the grading and planting should be done by Saturday and sod should be done by the end of next week. Furnishings will be added when the land is finished. Bob has not yet found the turtle play structure the Committee discussed at an earlier meeting.

Meadowlake Tennis Court Repair Status

Bob will receive the design soon. There has been some difficulty finding the underground utilities. Bid results will be available at the December meeting.

Skate Park Construction Status

The Skate Park and accompanying landscaping and shade structure construction is complete. After speaking with Chief Grover, Bob said he does not believe a fence will be necessary. Bob will likely be recommending a policy prohibiting skateboarding in the parking lot and in park pavilions.

NEW BUSINESS

Discuss Work on Porter North Ball Field

Al Simmons was present to discuss the potential for expanding the baseball diamond at the Porter Park north ball field. He explained that the City currently only has one field (Franklin Park) with 70 foot base paths. The 70 ft length can better accommodate children who are 11-12 years old. He recommends shaving approximately 10-12 feet from the outfield to allow for the larger base paths. Mr. Simmons told the Committee that he and the other parents of the players would be willing to cover any costs associated with this project.

David Voysey asked if the older children that would now play on this field had the ability to hit the ball far enough to reach the walking paths. Mr. LeGard responded that it would be a very rare occurrence and that those walking would be in more danger from the fly ball practice drills already occurring in the outfield than from older children. The Committee felt the project was a good idea and instructed Mr. Simmons to work with Bob Pryzby to make sure the project was completed to the City's specifications.

OLD BUSINESS (Continued)

Business Plan Outline

David Belz explained the business plan outline included in the Committee packet. The four major sections of the outline were History/Background, Current Responsibilities, Potential Responsibilities, and Goals. Josh Farrar told the Committee that the actual plan was being delayed to allow for a tie in with the Village Vision, and because the plan will not have an impact on the 2007 budget process. From here out, Bob and Josh will work on drafting the written plan and also give monthly presentations to the Committee on certain aspects of the plan.

NEW BUSINESS (Continued)

Consider Use of Right-of-Way Island at Somerset and Lee Boulevard

Bob explained that the City of Leawood would like to place a monument/entrance sign for the City of Leawood on the island at the corner of Somerset and Lee Boulevard. The City of Prairie Village owns approximately 89% of the island while Leawood only owns 11%. Bob was instructed by the City Administrator and Mayor to work with the Park Committee and the City of Leawood to reach an agreement.

Committee members expressed some concerns about the obstruction the monument could create at an already tricky intersection. Committee members also felt strongly that if the monument were to be placed on the island that it should also serve as a Prairie Village entrance sign since it is on Prairie Village property. Bob said he would bring the actual design and more information to the Committee at its December meeting.

Consider Prairie Village Entrance Signs

Bob said a number of the City entrance signs are in very poor condition. He asked whether the Committee felt they should all be replaced. He informed the Committee that Bob Endres and Laura Wassmer had spoken about stone signs with engraved wording. Josh Farrar reminded the Committee that the Village Vision will likely include some recommendation concerning uniform signage at entry points for the City. He also said there may be a recommendation regarding uniform planting and landscaping throughout the City and at entry points. The Committee felt the signs should be replaced but also felt more input was necessary. Tod Hueser made a motion, seconded by Kathy Peterson, and passed unanimously.

MOTION

The Parks & Recreation Committee recommends creating a sub-committee consisting of two Parks & Recreation Committee members, Arts Council members and staffed by Bob Pryzby to develop entry signs for the City.

Bob Pryzby will initiate this conversation.

The meeting adjourned at 8:20 p.m.



**THE JOHNSON & WYANDOTTE COUNTIES
COUNCIL OF MAYORS**

**CORDIALLY INVITES YOU TO THE
ANNUAL SOCIAL DINNER**

DATE: TUESDAY, DECEMBER 13, 2005

**PLACE: LAKE QUIVIRA CLUBHOUSE
LAKE QUIVIRA, KANSAS**

**TIME: SOCIAL HOUR (CASH BAR) 6:30 P.M.
DINNER 7:00 P.M.**

MENU

APPETIZER

CHICKEN TANGINE

(Citrus Marinated Pan Seared Chicken Breast with Dried Cherry Cous Cous)

CUMIN SCALLOP SALAD

**(Pan Seared Scallops Served with Fresh Field Greens/Roasted Red Pepper,
Grape Tomatoes, Gold Potato Sticks and Cumin Bacon Vinaigrette)**

PAN SEARED FILET OF BEEF WITH SAUCE ESPANGNOLE

TORTE ESPANOLA

(Spanish/Onion Potato Cake)

BROILED ASPARAGUS

(With Garlic Tomato Concasse and Spanish Blue Cheese)

ASSORTED ROLLS, BUTTER WITH SALAD AND DINNER

COFFEE, TEA

HAZELNUT MOUSSE TORTE

PER PERSON PRICE: \$55

INVOICES WILL BE SENT FOLLOWING THE EVENT

PLEASE RSVP 913/895-6103 by Tuesday, December 6, 2005

**COUNCILMEMBERS, SPOUSES AND OTHER GUESTS
ARE ENCOURAGED TO ATTEND**

Please call with dietary requests



Council Members
Mark Your Calendars
November 21, 2005

November, 2005	Mid-America Pastel Society's exhibit in the R.G. Endres Gallery
Nov 24/25	City offices closed in observance of Thanksgiving
Nov 28	Mayor Holiday Tree Lighting
December, 2005	Julie Johnson Photography exhibit in the R.G. Endres Gallery
Dec 2	Mayor's Holiday Party – Homestead Country Club
Dec 5	City Council Meeting
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 Appreciation/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
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
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 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)
COU2004-20 Consider No Smoking Ordinance (assigned 9/28/2004)
COU2004-22 Consider School Zone Policy (assigned 10/15/2004)
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

November 21, 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)
- LEG2005-36 Consider ordinance on residential picketing (assigned 10/18/2005)
- LEG2005-37 Consider placement of a "Yield" sign at 84th & Fontana (assigned 10/18/2005)
- PK2005-06 Consider 2006 50+ Programming Agreement (assigned 10/12/2005)
- PK2005-07 Consider 2006 Day Camp Contract (assigned 10/12/2005)
- PK2005-08 Consider 2006 Pool Use Contract (assigned 10/12/2005)
- PK2005-09 Consider 2006 Learn to Swim Contract (assigned 10/12/2005)
- PK2005-10 Consider 2006 Aquatic Examiner Contract (assigned 10/12/2005)
- LEG2005-38 Consider proposed ordinance revisions to PVMC 19.44.025 entitled "Height and Area Exceptions - Fences" (assigned 11/2/2005)
- 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)

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)
- PK2005 -11 Consider Use of right-of-way island at Somerset and Lee Blvd (assigned to L/F Committee)**

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)

COMMITTEE AGENDA

November 21, 2005

- 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)
POL2005-22 Consider Storm Drainage Consultant (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)

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)