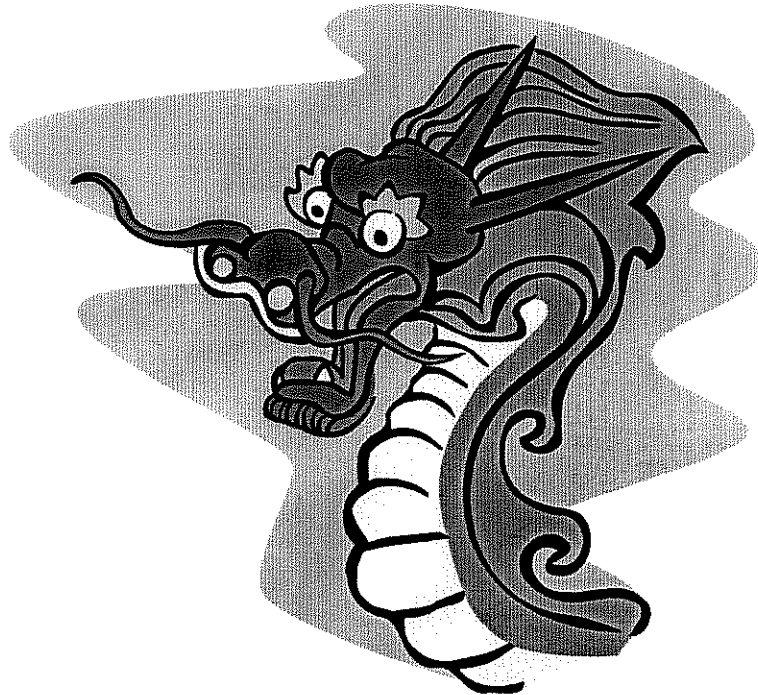


City Council Meeting

July 17, 2006



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 COMMITTEE
July 17, 2006
6:00 pm
Council Chamber

Agenda

DISCUSSION AGENDA

COU2006-16 Presentation of the Financial Audit for 2005
Tom Singleton, representing the audit firm of
Lowenthal Singleton Webb & Wilson

***COU2006-17 Consider Employee Benefit plan for 2006-2007**

***COU2006-18 Consider Increasing Section 125 Medical Expense Maximums**
Doug Luther

COU2004-13 Proactively encourage redevelopment to increase property values

***COUNCIL APPROVAL REQUESTED THE SAME EVENING**

COUNCIL COMMITTEE

- COU99-13 Consider Property Audits (assigned 4/12/99)
- COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)
- COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)
- COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)
- COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)
- COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)
- COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)
- COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)
- COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)
- COU2005-15 Consider planning meetings for the Governing Body (assigned 9/6/2005)
- COU2005-16 Consider how to improve Council's effectiveness as a team (assigned 9/6/2005)
- COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)
- COU2005-19 Consider term limits for elected officials and committees (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)
- COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)
- COU2005-29 Consider 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)
- COU2005-44 Consider YMCA Partnership (assigned 12/14/2005)
- COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006) - returned to Planning Commission
- COU2006-05 Consider Committee Structure (assigned 4/25/2006)
- COU2006-06 Consider 2007 Budget (assigned 4/25/2006)
- COU2006-16 Presentation of the Financial Audit for 2005 (assigned 7/12/2006)
- COU2006-17 Consider Employee Benefit plan for 2006-2007
- COU2006-18 Consider Increasing Section 125 Medical Expense Maximums
Doug Luther

COMPREHENSIVE ANNUAL FINANCIAL REPORT

CITY OF PRAIRIE VILLAGE, KANSAS

**Year Ended
December 31, 2005**

Prepared by the Finance and Administration Department

CITY OF PRAIRIE VILLAGE, KANSAS

Comprehensive Annual Financial Report
Year ended December 31, 2005

Table of Contents

	<u>Page</u>
INTRODUCTORY SECTION	
Letter of Transmittal	i - iii
Organizational Overview	iv
Principal Officials	v
2004 Certificate of Achievement for Excellence in Financial Reporting - Government Finance Officers Association	vi
FINANCIAL SECTION	
Independent Auditor's Report on the Basic Financial Statements	1
Management's Discussion and Analysis	2 - 6
Basic Financial Statements:	
Government-wide Financial Statements	
Statement of Net Assets	7
Statement of Activities	8
Fund Financial Statements	
Balance Sheet - Governmental Funds	9
Reconciliation of the Total Governmental Fund Balances to Net Assets of Governmental Activities	10
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds	11
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances with the Government Wide Statement of Activities	12
Statement of Revenues, Expenditures, and Changes in Fund Balance - Actual and Budget	
General Fund	13
Statement of Fiduciary Net Assets - Fiduciary Funds	14
Statement of Changes in Fiduciary Net Assets - Fiduciary Funds	15
Notes to the Basic Financial Statements	16 - 32
Required Supplementary Information	
Revised Prairie Village Police Pension Plan	
Schedule of Funding Progress	33
Schedule of Employee Contributions	33
Notes to Required Schedules	33

CITY OF PRAIRIE VILLAGE, KANSAS

Comprehensive Annual Financial Report
Year ended December 31, 2005

Table of Contents - Continued

	<u>Page</u>
Combining Statements and Individual Fund Schedules	
Combining Statements - Nonmajor Funds	
Fund Descriptions	34
Combining Balance Sheet - Nonmajor Governmental Funds	35
Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Governmental Funds	36
Combining Balance Sheet - Nonmajor Special Revenue Funds	37
Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Special Revenue Funds	38
Individual Fund Schedules of Revenues, Expenditures and Changes in Fund Balance – Actual and Budget:	
Solid Waste Management Fund	39
Special City Street and Highway Fund	40
TIF Project Fund	41
Special Parks and Recreation Fund	42
Special Alcohol Fund	43
Debt Service Fund	44
Fiduciary Fund Descriptions	45
Combining Statement of Fiduciary Net Assets - Fiduciary Funds	46
Combining Statement of Changes in Fiduciary Net Assets - Fiduciary Funds	47
STATISTICAL SECTION	
Government Wide Expenses by Function - Last Ten Years	48
Government Wide Revenues - Last Ten Years	49
General Governmental Expenditures by Function - Last Ten Years	50
General Governmental Revenues by Source - Last Ten Years	51
General Government Tax Revenues by Source - Last Ten Years	52
Property Tax Levies and Collections - Last Ten Years	53
Assessed and Estimated Actual Value of Taxable Property - Last Ten Years	54
Property Tax Rates - Direct and Overlapping Governments - Per \$1,000 of Assessed Valuation - Last Ten Years	55

CITY OF PRAIRIE VILLAGE, KANSAS

Comprehensive Annual Financial Report
Year ended December 31, 2005

Table of Contents - Continued

	<u>Page</u>
Principal Taxpayers	56
Computation of Legal Debt Margin	57
Ratio of Net General Obligation Bonded Debt to Assessed Value And Net General Obligation Debt per Capita	58
Ratio of Annual Debt Service Expenditures for General Obligation Debt to General Governmental Expenditures - Last Ten Years	59
Computation of Direct and Overlapping Debt	60
Demographics Statistics - Last Ten Years	61
Property Value, Construction and Bank Deposits - Last Ten Years	62
Miscellaneous Statistics	63



THE CITY OF PRAIRIE VILLAGE *Star of Kansas*

May 22, 2006

To the Mayor, Members of the City Council and Residents of the City of Prairie Village:

We are pleased to submit the comprehensive annual financial report (CAFR) of the City of Prairie Village, Kansas (City) for the year ended December 31, 2005. Provisions of Kansas State Statutes require the City's financial records to be audited by an independent certified public accountant each year. The report of the auditors has been included as part of this report, located on page 1.

Responsibility for both the accuracy of the data and completeness and fairness of presentation of these financials statements rests with City management. City management is responsible for establishing and maintaining an internal control structure designed to earn the public's confidence and trust. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The report is divided into three sections:

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

Profile of the Government

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

The State of Kansas officially recognized Prairie Village as a city in 1951 with a total population of 1,360 and land area of one-half mile. By 1957, it had become a city of the first class. Now, it is one of 19 incorporated cities in Johnson County and has the sixth largest population. It is completely surrounded by other cities, sharing its eastern border, State Line Road, with Kansas City, Missouri. The City has a residential population of approximately 22,000 within its 6.7 square mile city limits.

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

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

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

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

Local Economy

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

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

Based on current projections, the City will continue to be a desired location for those who work in the metropolitan area. The City is committed to a program for maintenance of the community and future redevelopment, which will contribute to the quality of life for all of the City's residents.

Long Range Financial Plan

In 2001, the Mayor appointed a committee of Council members to analyze financial trends and the economic condition of the community. The committee established a long range financial plan which is used to develop the City's annual budget. In addition, the City engaged consultants in 2005 to prepare a financial analysis to include recommendations for changes that would stabilize the population and revenue base. This analysis will be used to develop a comprehensive/strategic investment plan to insure the viability of this community for the future.

Major Initiatives

As a part of the preparation for the 2005 annual budget, the following priorities were established and achieved by the City Council:

- ❖ Maintain a sense of place and a sense of community
- ❖ Balance development and quality of life
- ❖ Maintain parks and create recreation facilities
- ❖ Improve property values and code enforcement
- ❖ Continue current service levels
- ❖ Maintain financial strength of the City

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

Relevant Financial Policies

In addition to the major initiatives discussed above, the 2005 budget reflected several financial policies the City has established.

- ❖ Maintain operating expenditures at an annual growth rate of no more than 6%
- ❖ Increase City controlled revenue sources (fees, fines, etc.) by the CPI with periodic audits to make certain fees cover the agreed upon level of cost.
- ❖ Maintain the mill rate at it's current level

Other Information

Awards and acknowledgements. The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its CAFR for the fiscal year ended December 31, 2004. This was the nineteenth consecutive year the government received this prestigious award. In order to be awarded a Certificate of Achievement, the government must publish an easily readable and efficiently organized CAFR. This report satisfied both generally accepted accounting principles and applicable legal requirements.

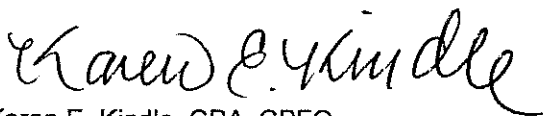
A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Award for Distinguished Budget Presentation for its annual appropriated budget for the fiscal year beginning January 1, 2005. This is the seventeenth year the City has received this prestigious award. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient in several categories including policy documentation, financial planning, and organizational guidance.

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

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

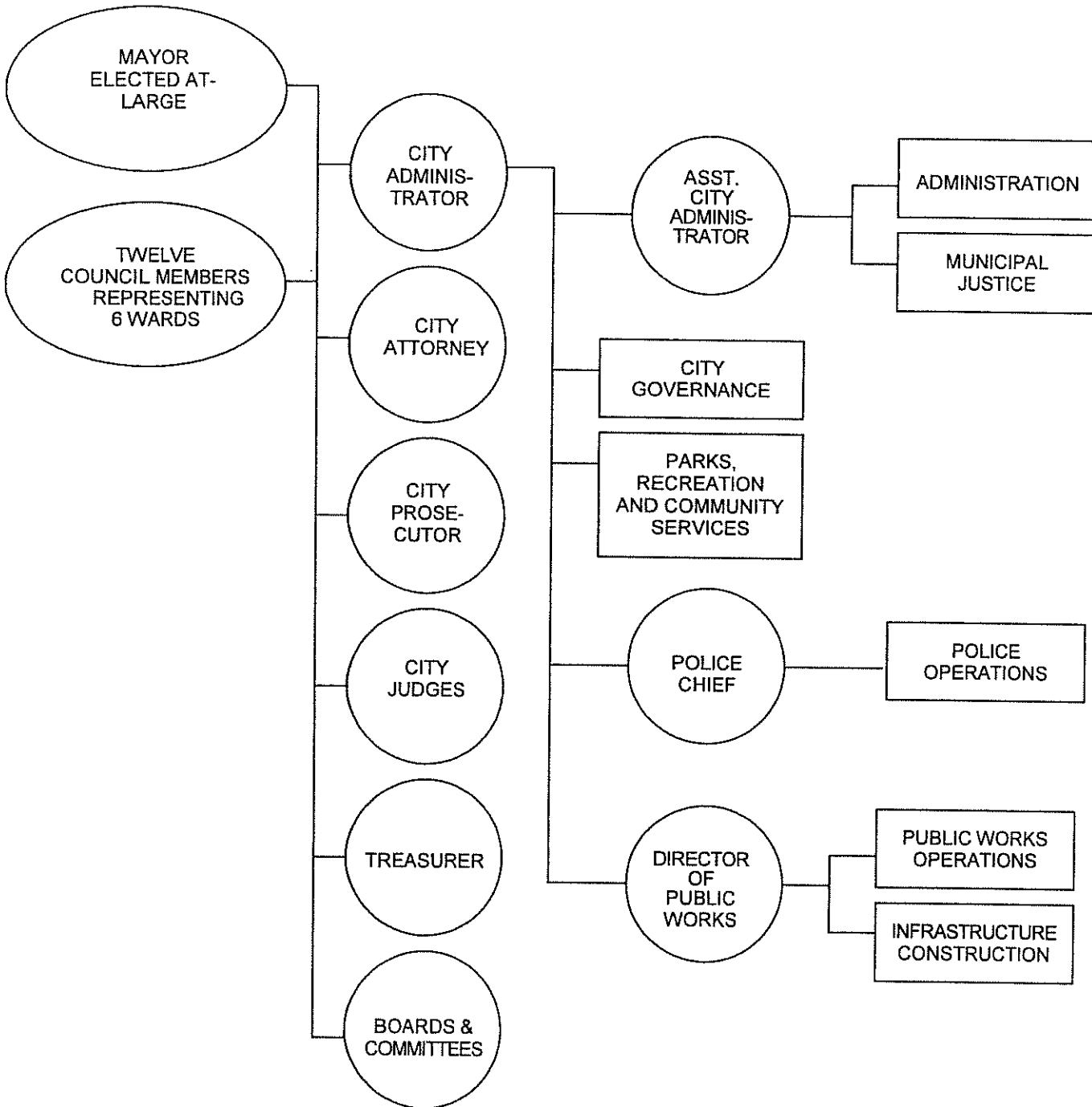
Respectfully submitted,



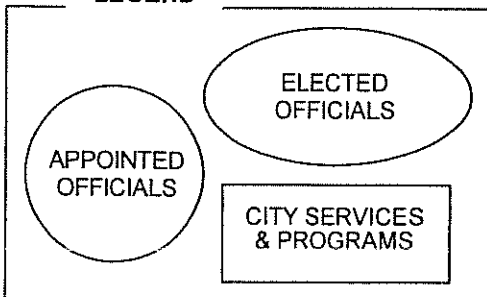
Karen E. Kindle, CPA, CPFO
Finance Director

CITY OF PRAIRIE VILLAGE, KANSAS

ORGANIZATIONAL OVERVIEW



LEGEND



CITY OF PRAIRIE VILLAGE, KANSAS

PRINCIPAL OFFICIALS - 2005

Elected Officials

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

Appointed Officials

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

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Prairie Village,
Kansas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
December 31, 2004

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



Carla E. Fudge

President

Jeffrey R. Emmer

Executive Director

CERTIFIED PUBLIC ACCOUNTANTS

900 Massachusetts, Suite 301
Lawrence, Kansas 66044-2868
Phone: (785) 749-5050
Fax: (785) 749-5061
E-mail: lswwcpa@lswwcpa.com

Abram M. Chrislip, CPA

Members of American Institute
and Kansas Society of
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON THE BASIC FINANCIAL STATEMENTS

Mayor and City Council
City of Prairie Village, Kansas

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Prairie Village, Kansas, as of and for the year ended December 31, 2005, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the "Kansas Municipal Audit Guide". Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Prairie Village, Kansas, at December 31, 2005, and the respective changes in financial position and cash flows, where applicable, thereof and the respective budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

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

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

Lowenthal, Singleton, Webb & Wilson

Professional Association

March 31, 2006

CITY OF PRAIRIE VILLAGE, KANSAS

MANAGEMENT'S DISCUSSION AND ANALYSIS
For the year Ended December 31, 2005
(Unaudited)

This section of the report contains an overview and analysis of the City of Prairie Village's financial statements for the fiscal year ended December 31, 2005. It should be read in conjunction with the letter of transmittal on page i and the City's financial statements, which begin on page 8.

Financial Highlights

- As a result of the fiscal year's activity, the City's net assets increased by over \$2.5 million.
- Lower than budgeted expenditures increased fund balance in the General Fund by over \$1.2 million
- The City continued receiving its legally-required share of the Johnson County ¼ cent sales tax benefiting school districts in the County, which totaled \$396,000

The Basic Financial Statements

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

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

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

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

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

MANAGEMENT'S DISCUSSION AND ANALYSIS
For the year Ended December 31, 2005
(Unaudited)

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

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

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

Analysis of the Government-wide Financial Statements

Net Assets. The combined net assets of the City as of December 31 were:

	<u>2004</u>	<u>2005</u>	<u>Percentage Change</u>
Current and other assets	\$ 14,936,660	\$ 16,740,495	12.08%
Capital assets	<u>48,029,626</u>	<u>48,766,856</u>	1.53%
Total assets	<u>\$ 62,966,286</u>	<u>\$ 65,507,351</u>	4.04%
Long-term liabilities	\$ 2,985,000	\$ 2,135,000	-28.48%
Other liabilities	<u>6,359,660</u>	<u>7,180,482</u>	12.91%
Total liabilities	<u>9,344,660</u>	<u>9,315,482</u>	-0.31%
Net assets:			
Invested in capital assets, net of related debt	45,044,626	46,196,856	2.56%
Restricted	128,990	168,564	30.68%
Unrestricted	<u>8,448,010</u>	<u>9,826,449</u>	16.32%
Total net assets	<u>53,621,626</u>	<u>56,191,869</u>	4.79%
Total liabilities and net assets	<u>\$ 62,966,286</u>	<u>\$ 65,507,351</u>	4.04%

The City's combined net assets increased by \$2.5 million or 4.79% from 2004 to 2005. The majority of that increase was due to lower than anticipated expenses and the City's continued accumulation of the revenue received from the school sales tax. At the end of 2005, school sales tax revenue accumulated in the General Fund totaled \$1,040,244.

CITY OF PRAIRIE VILLAGE, KANSAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

For the year Ended December 31, 2005

(Unaudited)

Statement of Activities. The table below shows the condensed revenues, expenses and changes in net assets for 2004 and 2005.

	<u>2004</u>	<u>2005</u>	<u>Change</u>
REVENUES			
Program revenues:			
Fines, fees and charges for services	\$ 3,752,594	\$ 3,939,819	4.99%
Operating grants and contributions	3,355	71,318	2025.72%
Capital grants and contributions	745,288	544,352	-26.96%
General revenues:			
Property taxes	4,027,484	4,149,331	3.03%
Sales and use taxes	5,237,058	5,298,202	1.17%
Other taxes	2,127,810	2,198,987	3.35%
Other revenues	1,354,716	1,309,497	-3.34%
Total revenues	<u>17,248,305</u>	<u>17,511,506</u>	1.53%
EXPENSES			
Urban management and planning	2,843,833	2,929,560	3.01%
Public works and environmental improvements	6,743,408	6,174,532	-8.44%
Public safety	4,293,500	4,606,977	7.30%
Municipal justice	260,073	280,708	7.93%
Leisure, recreation and education	817,561	787,935	-3.62%
Interest on long-term debt	148,189	130,238	-12.11%
Total expenses	<u>15,106,564</u>	<u>14,909,950</u>	-1.30%
Increase/(decrease) in net assets	2,141,742	2,601,556	21.47%
Retroactive addition of infrastructure assets	25,515,786	-	
Prior Period Adjustment	-	(31,313)	
Net assets, January 1	<u>25,964,098</u>	<u>53,621,626</u>	
Net assets, December 31	<u>\$ 53,621,626</u>	<u>\$ 56,191,869</u>	4.79%

Overall, total revenues only increased by 1.53%, demonstrating the City's stable revenue base. Tax source revenues (property, sales/use and franchise) account for 66.51% of total revenues in 2005 compared with 66.06% in 2004.

The most significant change in City revenues was the increase in operating grants and contributions. In 2005, the City deployed police officers to the Gulf Coast to assist with hurricane relief efforts and received reimbursement for the related costs. Capital grants and contribution revenue decreased significantly in 2005 due to a lower level of County funding for capital projects. County funding will vary from year to year depending on the projects undertaken by the City and at what level the County will provide funding for those projects.

Total expenses for 2005 were also stable when compared with 2004, decreasing 1.30%. Public Works expenses decreased from 2004 as a result of less inclement weather expenses, less vehicle maintenance expenses and less street operating supply expenses. The winters in 2005 were milder than anticipated so costs for chemicals were less. In 2005, maintenance costs for police vehicles began to be reported under Public Safety. In 2004, the City upgraded regulation-type signage based on a quality control check performed by the County causing a spike in expenses. Public Safety expenses increased over 2004 because of higher gasoline prices and vehicle maintenance costs. The Police Department uses a significant amount of gasoline, so a large change in price such as what happened in 2005 will have a significant effect on expenses. In addition, the Police Department started paying their own vehicle maintenance costs, which in the past, were reported under Public Works.

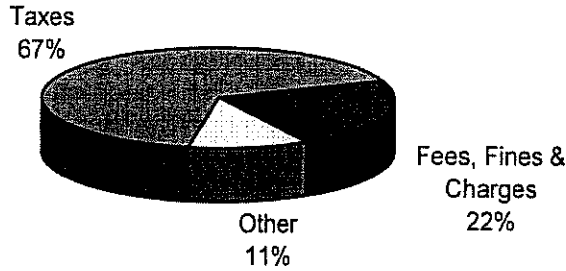
CITY OF PRAIRIE VILLAGE, KANSAS

MANAGEMENT'S DISCUSSION AND ANALYSIS
For the year Ended December 31, 2005
(Unaudited)

Municipal Justice expenses increased over 2004 due to converting a part-time position to a full-time position to handle the increased caseload in the Municipal Court.

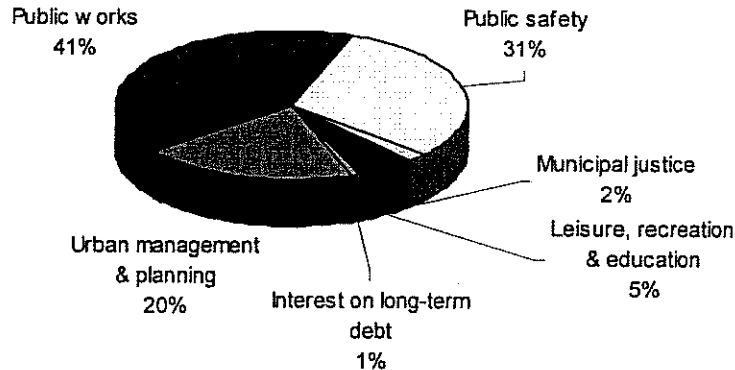
As illustrated by the following graphs, 67% of the City's revenues are tax-related. Another 22% are directly related to the City's solid waste management assessments and public safety agreement with the City of Mission Hills.

Sources of Revenue - 2005



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

Expenses by Function - 2005



The net cost of each program is an important indicator of the financial burden placed on revenues, primarily tax sources. As shown below, \$10.3 million of the cost of services was paid by the City's tax payers.

	Total Cost of Services			Net Cost of Services		
	2004	2005	% Chg	2004	2005	% Chg
Governmental						
Urban management & planning	\$ 2,843,833	\$ 2,929,560	3.0%	\$ 1,291,952	\$ 1,347,307	4.3%
Public works	6,743,408	6,174,532	-8.4%	5,939,878	5,576,672	-6.1%
Public safety	4,293,500	4,606,977	7.3%	2,575,326	2,705,463	5.1%
Municipal justice	260,073	280,708	7.9%	213,151	233,792	9.7%
Leisure, recreation & education	817,561	787,935	-3.6%	436,832	360,989	-17.4%
Interest on long-term debt	148,189	130,238	-12.1%	148,189	130,238	-12.1%
Total governmental activities	\$ 15,106,564	\$ 14,909,950	-1.3%	\$ 10,605,328	\$ 10,354,461	-2.4%

CITY OF PRAIRIE VILLAGE, KANSAS

MANAGEMENT'S DISCUSSION AND ANALYSIS
For the year Ended December 31, 2005
(Unaudited)

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

Analysis of the Fund Financial Statements

General Fund. As discussed above in the analysis of the government-wide statements, expenditures decreased and the City continued to accumulate the school sales tax revenue.

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

The Capital Projects Fund finished 2005 with an ending fund balance of \$1.4 million which remains in the fund for unfinished or future capital improvement projects.

Capital Assets and Long-Term Debt Activity

Capital Assets. As presented below, the total amount invested in capital assets (net of accumulated depreciation) by the City at December 31, 2005 was \$48.7 million. Capital assets increased 1.53% from 2004.

NETWORK	<u>2004</u>	<u>2005</u>	<u>% Chg</u>
Land	\$ 13,861,866	\$ 13,861,866	0.00%
Buildings	4,337,068	4,224,494	-2.60%
Improvements other than buildings	384,900	655,109	70.20%
Furniture and equipment	1,144,418	1,079,264	-5.69%
Infrastructure	23,771,989	24,370,070	2.52%
Construction in progress	<u>4,529,385</u>	<u>4,576,053</u>	1.03%
Total	<u>\$ 48,029,626</u>	<u>\$ 48,766,856</u>	1.53%

Improvements other than buildings changed significantly from 2004 due to capitalizing the completed Harmon Skate Park. In 2004, this project was included in Construction in Progress. General infrastructure assets related to the City's sidewalk and drainage channel networks which were acquired prior to January 1, 2003 were not reported in the basic financial statements.

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

Long-term debt activity. As of December 31, 2005, the City had \$2,570,000 of outstanding general obligation bonds. Of the balance outstanding, 78% or \$2,015,000 will be paid off within the next five years, with the remainder paid off by the year 2014.

For the past 11 years, the City has received a credit rating of Aa1 from Moody's Investor Service, Inc., which represents the second-highest possible rating from Moody's.

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

Requests for Information

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

CITY OF PRAIRIE VILLAGE, KANSAS

STATEMENT OF NET ASSETS
December 31, 2005

Assets

Current assets:

Cash and investments	\$ 9,286,790
Tax receivable (net of uncollectibles)	4,245,328
Interest receivable	109,294
Other receivable	453,690
Due from other governments	2,416,641
Prepaid expenses	140,301
Restricted cash and investments	<u>88,451</u>
Total current assets	<u>16,740,495</u>

Capital assets:

Capital assets not being depreciated:

Land	13,861,866
Construction in progress	<u>4,576,053</u>
Total capital assets not being depreciated	<u>18,437,919</u>

Capital assets being depreciated	104,835,660
Less: accumulated depreciation	<u>74,506,723</u>
Total capital assets being depreciated [net]	<u>30,328,937</u>

Total capital assets [net]	<u>48,766,856</u>
----------------------------	-------------------

Total assets	<u>\$ 65,507,351</u>
--------------	----------------------

Liabilities

Current liabilities:

Accounts payable	\$ 1,028,309
Accrued payroll	182,223
Payable from restricted assets	88,502
Deferred revenue	5,218,644
Accrued interests on long-term debt	39,573
Current portion of compensated absences	188,231
Current portion of general obligation bonds	<u>435,000</u>
Total current liabilities	<u>7,180,482</u>

Noncurrent liabilities:

General obligations bonds payable	<u>2,135,000</u>
Total noncurrent liabilities	<u>2,135,000</u>

Total liabilities	<u>\$ 9,315,482</u>
-------------------	---------------------

Net Assets

Invested in capital assets, net of related debt	\$ 46,196,856
Restricted	
Debt service	13,060
Solid waste management	78,478
Parks and recreation	38,498
Special alcohol	38,528
Unrestricted	<u>9,826,449</u>

Total net assets	<u>\$ 56,191,869</u>
------------------	----------------------

CITY OF PRAIRIE VILLAGE, KANSAS

STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2005

	Expenses	Program Revenues			Net [expense] Revenue and Changes in Net Assets-Govt Activities
		Fees, fines, and charges for services	Operating grants and contributions	Capital grants and contribution	
Governmental activities:					
Urban management and planning	\$ 2,929,560	\$ 1,582,253	\$ -	\$ -	\$ [1,347,307]
Public works	6,174,532	53,508	-	544,352	[5,576,672]
Public safety	4,606,977	1,830,196	71,318	-	[2,705,463]
Municipal justice	280,708	46,916	-	-	[233,792]
Leisure and recreation	787,935	426,946	-	-	[360,989]
Interest on long-term debt	130,238	-	-	-	[130,238]
Total governmental activities	\$ 14,909,950	\$ 3,939,819	\$ 71,318	\$ 544,352	[10,354,461]

General Revenues:

Property taxes levied for	
General purposes	3,552,163
TIF project	120,333
Debt service	476,835
Sales and use tax	5,298,202
Motor vehicle tax	569,568
Franchise tax	1,629,419
Grants and contributions not restricted to specific programs	935,916
Investment earnings	309,886
Miscellaneous	63,695
Total general revenues	12,956,017
Change in net assets	2,601,556
Net assets - beginning	53,621,626
Prior period adjustment	[31,313]
Net assets - beginning, restated	53,590,313
Net assets - ending	\$ 56,191,869

CITY OF PRAIRIE VILLAGE, KANSAS

BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2005

	<u>General</u>	<u>Capital Projects</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and investments	\$ 7,684,016	\$ 1,195,070	\$ 407,704	\$ 9,286,790
Receivables				
Taxes	3,770,304	-	475,024	4,245,328
Interest	109,294	-	-	109,294
Miscellaneous	453,690	-	-	453,690
Due from other governments	1,091,950	1,110,126	214,565	2,416,641
Due from other fund	-	214,565	-	214,565
Prepaid expenditures	139,317	-	984	140,301
Restricted assets	<u>88,451</u>	<u>-</u>	<u>-</u>	<u>88,451</u>
Total assets	<u>\$ 13,337,022</u>	<u>\$ 2,519,761</u>	<u>\$ 1,098,277</u>	<u>\$ 16,955,060</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 489,390	\$ 99,150	\$ 197,785	\$ 786,325
Accrued payroll	184,977	-	2,643	187,620
Due to other funds	-	-	214,565	214,565
Payable from restricted assets	88,502	-	-	88,502
Deferred revenue	<u>3,953,327</u>	<u>972,796</u>	<u>475,147</u>	<u>5,401,270</u>
Total liabilities	<u>4,716,196</u>	<u>1,071,946</u>	<u>890,140</u>	<u>6,678,282</u>
Fund balance:				
Reserved for encumbrances	301,539	965,102	-	1,266,641
Unreserved				
Undesignated, reported in:				
General fund	8,319,287	-	-	8,319,287
Special revenue funds	-	-	155,504	155,504
Debt service fund	-	-	52,633	52,633
Capital projects fund	<u>-</u>	<u>482,713</u>	<u>-</u>	<u>482,713</u>
Total fund balance [deficit]	<u>8,620,826</u>	<u>1,447,815</u>	<u>208,137</u>	<u>10,276,778</u>
Total liabilities and fund balances	<u>\$ 13,337,022</u>	<u>\$ 2,519,761</u>	<u>\$ 1,098,277</u>	<u>\$ 16,955,060</u>

CITY OF PRAIRIE VILLAGE, KANSAS

RECONCILIATION OF THE TOTAL GOVERNMENTAL FUND BALANCES TO
NET ASSETS OF GOVERNMENTAL ACTIVITIES
December 31, 2005

Total Governmental Fund Balances \$ 10,276,778

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

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

Land	13,861,866	
Construction in progress	4,576,053	
Infrastructure	94,220,671	
Buildings and improvements	7,085,197	
Vehicles and equipment	<u>3,529,792</u>	
	123,273,579	
Accumulated depreciation	<u>74,506,723</u>	48,766,856

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

General obligation bonds payable	2,570,000	
Interest payable	<u>39,573</u>	[2,609,573]

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

Street lighting/traffic signal billings		[241,982]
---	--	-----------

The City's employee leave balances reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Compensated absences		[182,834]
----------------------	--	-----------

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

Electric franchise fees	177,602	
Miscellaneous revenues	<u>5,022</u>	

Net Assets of Governmental Activities \$ 56,191,869

CITY OF PRAIRIE VILLAGE, KANSAS

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2005

	<u>General</u>	<u>Capital Projects</u>	<u>Other Governmental Funds</u>	<u>Total</u>
Revenues				
Taxes	\$ 10,969,486	\$ -	\$ 669,863	\$ 11,639,349
Intergovernmental	148,268	544,352	783,019	1,475,639
Licenses and permits	384,820	-	-	384,820
Charges for services	1,328,287	-	1,223,462	2,551,749
Fines and forfeitures	820,766	-	-	820,766
Recreational fees	426,946	-	-	426,946
Use of money and property	287,624	2,746	22,261	312,631
Other	63,249	-	-	63,249
Total revenues	<u>14,429,446</u>	<u>547,098</u>	<u>2,698,605</u>	<u>17,675,149</u>
Expenditures				
Current:				
Urban management and planning	1,573,547	-	1,324,198	2,897,745
Public works	3,194,551	-	-	3,194,551
Public safety	4,655,314	-	65,477	4,720,791
Municipal justice	279,083	-	-	279,083
Leisure and recreation	643,556	-	15,000	658,556
Capital outlay	-	3,891,276	-	3,891,276
Debt service:				
Principal	-	-	415,000	415,000
Interest and other charges	-	-	136,338	136,338
Total expenditures	<u>10,346,051</u>	<u>3,891,276</u>	<u>1,956,013</u>	<u>16,193,340</u>
Excess [deficiency] of revenues over [under] expenditures	<u>4,083,395</u>	<u>[3,344,178]</u>	<u>742,592</u>	<u>1,481,809</u>
Other financing sources [uses]				
Transfers in	-	3,505,769	-	3,505,769
Transfers [out]	<u>[2,796,650]</u>	<u>-</u>	<u>[709,119]</u>	<u>[3,505,769]</u>
Total other financing sources [uses]	<u>[2,796,650]</u>	<u>3,505,769</u>	<u>[709,119]</u>	<u>-</u>
Net change in fund balances	<u>1,286,745</u>	<u>161,591</u>	<u>33,473</u>	<u>1,481,809</u>
Fund balances, beginning	7,365,394	1,286,224	174,664	8,826,282
Prior period adjustment	<u>[31,313]</u>	<u>-</u>	<u>-</u>	<u>[31,313]</u>
Fund balances, beginning, restated	<u>7,334,081</u>	<u>1,286,224</u>	<u>174,664</u>	<u>8,794,969</u>
Fund balances, ending	<u>\$ 8,620,826</u>	<u>\$ 1,447,815</u>	<u>\$ 208,137</u>	<u>\$ 10,276,778</u>

CITY OF PRAIRIE VILLAGE, KANSAS

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES WITH THE GOVERNMENT WIDE STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2005

Total Net Change In Fund Balances - Governmental Funds		\$ 1,481,809
Amounts reported for governmental activities in the statement of activities are different because		
Capital outlays to purchase or build assets are reported in governmental funds as expenditures. However, for governmental activities those costs are shown in the statement of net assets and allocated over their estimated useful lives as annual depreciation expenses in the statement of activities. This is the amount by which capital outlays exceeds depreciation in the period.		
Capital outlays	4,337,136	
Loss on sale of assets	[10,383]	
Depreciation expense	<u>[3,589,522]</u>	737,231
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recorded as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. This is the amount by which interest decreased.		
		6,100
Some street lighting and traffic signals do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
		[27,031]
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
		3,173
Some expenses will utilize future financial resources and are not considered expenditures in governmental funds.		
		[14,726]
Repayment of bond principal is an expenditure in the governmental funds, but it reduces long-term liabilities in the statement of net assets and does not affect the statement of activities.		
		<u>415,000</u>
Changes In Net Assets of Governmental Activities		<u>\$ 2,601,556</u>

CITY OF PRAIRIE VILLAGE, KANSAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - ACTUAL AND BUDGET
GENERAL FUND
For the Year Ended December 31, 2005

	GAAP Basis		Budgetary Basis Actual	Budgeted Amounts		Variance Positive (Negative)
	Actual	Adjustments		Original	Final	
Revenues						
Taxes	\$ 10,969,486	\$ -	\$ 10,969,486	\$ 9,553,225	\$ 9,553,225	\$ 1,416,261
Intergovernmental	148,268	-	148,268	317,855	317,855	[169,587]
Licenses and permits	384,820	-	384,820	350,500	350,500	34,320
Charges for services	1,328,287	-	1,328,287	286,400	286,400	1,041,887
Fines and forfeitures	820,766	-	820,766	756,850	756,850	63,916
Recreation fees	426,946	-	426,946	555,630	555,630	[128,684]
Interest	287,624	-	287,624	130,000	130,000	157,624
Other	63,249	-	63,249	133,000	133,000	[69,751]
Total revenues	14,429,446	-	14,429,446	12,083,460	12,083,460	2,345,986
Expenditures						
Urban management and planning						
City Governance						
Mayor and council	95,633	650	96,283	113,790	140,640	44,357
Management and planning	525,779	[144,052]	381,727	1,205,405	562,083	180,356
Administrative Services						
Human resources	68,291	25,460	93,751	-	97,278	3,527
Administrative services	126,998	1,500	128,498	230,451	158,633	30,135
Financial management	158,990	850	159,840	190,391	190,391	30,551
Codes administration	277,097	-	277,097	304,750	304,750	27,653
City clerk	320,759	[4,925]	315,834	358,219	358,219	42,385
	1,573,547	[120,517]	1,453,030	2,403,906	1,811,994	358,964
Public works and improvements						
Administration	793,703	[1,094]	792,609	818,408	824,362	31,753
Vehicle and equipment maintenance	314,573	[32,642]	281,931	278,921	278,921	[3,010]
Streets and drain	1,387,738	18,149	1,405,887	1,598,706	1,598,706	192,819
Buildings and grounds	698,537	26,887	725,424	774,206	768,252	42,828
	3,194,551	11,300	3,205,851	3,470,241	3,470,241	264,390
Public safety						
Administration	416,894	43,152	460,046	456,177	456,177	[3,869]
Staff services	798,610	-	798,610	812,074	812,074	13,464
Community services	111,738	24,998	136,736	211,849	211,849	75,113
Community policing	60,449	-	60,449	57,272	57,272	[3,177]
Patrol	2,317,878	[46,074]	2,271,804	2,212,978	2,212,978	[58,826]
Investigations	456,915	-	456,915	470,220	470,220	13,305
Special investigations	138,986	-	138,986	140,476	140,476	1,490
DARE	8,449	-	8,449	-	-	[8,449]
Professional standards	132,295	-	132,295	136,284	146,484	14,189
Off duty contractual	49,469	-	49,469	38,405	38,405	[11,064]
Traffic	163,631	35	163,666	-	244,712	81,046
	4,655,314	22,111	4,677,425	4,535,735	4,790,647	113,222
Municipal justice						
Judicial	19,511	-	19,511	19,368	19,368	[143]
Prosecutor	35,201	-	35,201	30,960	30,960	[4,241]
Court clerks	224,371	-	224,371	239,540	239,540	15,169
	279,083	-	279,083	289,868	289,868	10,785
Leisure and recreation						
Community programs	150,651	2,333	152,984	140,532	150,532	[2,452]
Swimming pool	428,225	13,754	441,979	467,579	477,579	35,600
Swimming pool food service	46,330	-	46,330	50,616	50,616	4,286
Tennis	18,350	-	18,350	25,898	26,898	8,548
	643,556	16,087	659,643	685,625	705,625	45,982
Total expenditures	10,346,051	[71,019]	10,275,032	11,384,475	11,068,375	793,343
Excess [deficiency] of revenues over [under] expenditures	4,083,395	71,019	4,154,414	698,985	1,015,085	3,139,329
Other financing sources [uses]						
Transfers [out]	[2,796,650]	-	[2,796,650]	[2,480,550]	[2,796,650]	-
Total other financing sources [uses]	[2,796,650]	-	[2,796,650]	[2,480,550]	[2,796,650]	-
Net change in fund balance	1,286,745	71,019	1,357,764	\$ [1,781,565]	\$ [1,781,565]	\$ 3,139,329
Fund balance, beginning	7,365,394	[372,558]	6,992,836			
Prior period adjustment	[31,313]	-	[31,313]			
Fund balance, ending	\$ 8,620,826	\$ [301,539]	\$ 8,319,287			

CITY OF PRAIRIE VILLAGE, KANSAS

STATEMENT OF FIDUCIARY NET ASSETS
FIDUCIARY FUNDS
December 31, 2005

	Pension Trust <u>Funds</u>
Assets	
Restricted cash and investments	\$ 10,103,162
Interest receivable	<u>17,607</u>
Total Assets	<u>\$ 10,120,769</u>
Liabilities	
Net assets	
Held in trust for pension benefits	<u>10,120,769</u>
Total net assets	<u>10,120,769</u>
Total liabilities and net assets	<u>\$ 10,120,769</u>

CITY OF PRAIRIE VILLAGE, KANSAS

STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
FIDUCIARY FUNDS

For the Year Ended December 31, 2005

	Pension Trust Funds
Additions:	
Contributions:	
Employer	\$ 106,132
Plan members	74,249
	<u>180,381</u>
Total contributions	
Investment Earnings:	
Interest and dividends on investments	175,237
Non-cash asset changes	226,815
Net increase/decrease in the fair value of investments	198,027
Total investment earnings	<u>600,079</u>
Total additions	<u>780,460</u>
Deductions:	
Benefits	<u>368,029</u>
Changes in net assets	<u>412,431</u>
Net assets - beginning	9,708,200
Prior period adjustment	<u>138</u>
Net assets - beginning, restated	<u>9,708,338</u>
Net assets - ending	<u>\$ 10,120,769</u>

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

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

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

Component Units

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

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

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

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2005

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

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

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

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

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

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

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

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

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

The City reports the following major governmental funds:

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

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

Additionally the City reports the following fiduciary fund type:

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

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2005

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

1. Deposits and Investments

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

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

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

2. Receivables and Payables

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

The City's property tax is levied and a lien attached each November 1 on the assessed value as of the prior January 1 for all property located in the City. The taxes are due in total by December 31, or may be paid in equal installments if paid December 20 (first installment) and the following May 10 (second installment). They are collected by the County Treasurer and subsequently remitted to the City.

Taxes receivable include property taxes levied on November 1, 2005 for 2006 of \$4,245,328, which have been recorded as deferred revenue.

3. Restricted Assets

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

4. Capital Assets

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

4. Capital Assets (Continued)

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

5. Compensated Absences

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

All vested or accumulated vacation and scheduled holiday leave is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. The City estimates that the entire compensated absence liability, as of December 31, 2005, will be due within one year. The General, Solid Waste Management and the Special Alcohol Fund are used to liquidate the compensated absence liability.

6. Fund Balances

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

7. Net Assets

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

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

Restricted - This consists of net assets that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation. Restricted net assets include \$13,060 for debt service, \$78,478 for solid waste, \$38,498 for parks and recreation, and \$38,528 for alcohol programs.

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

8. Use of Estimates

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

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (CONTINUED)

Budgetary Information (Continued)

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held and the governing body may amend the budget at that time. The 2005 budget was not amended.

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

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

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

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

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

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

	<u>Major Governmental Funds</u>		Other	Total
	General	Capital	Nonmajor	Governmental
	<u>Fund</u>	<u>Project</u>	<u>Funds</u>	<u>Funds</u>
GAAP FUND BALANCE				
December 31, 2005	<u>\$ 8,620,826</u>	<u>\$ 1,447,815</u>	<u>\$ 208,137</u>	<u>\$ 10,276,778</u>
Adjustments:				
Unreserved fund balances not subject to the Kansas Budget Law:				
Capital Project Fund	-	[1,447,815]	-	[1,447,815]
Reserve for encumbrances	<u>[301,539]</u>	-	-	<u>[301,539]</u>
Total deductions	<u>[301,539]</u>	<u>[1,447,815]</u>	-	<u>[1,749,354]</u>
BUDGETARY FUND BALANCE				
December 31, 2005	<u>\$ 8,319,287</u>	<u>\$ -</u>	<u>\$ 208,137</u>	<u>\$ 8,527,424</u>

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

III. RESTATEMENT OF EQUITY

The miscalculation of the prior period interest receivable had the following effect on the beginning equity balances.

	<u>Governmental Activities</u>	<u>General Fund</u>
Fund Balance/Net Assets December 31, 2004	\$ 53,621,626	\$ 7,365,394
Prior period adjustment	<u>[31,313]</u>	<u>[31,313]</u>
Fund Balance/Net Assets December 31, 2004, restated	<u>\$ 53,590,313</u>	<u>\$ 7,334,081</u>

IV. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

The City's cash is considered to be active funds by management and is invested according to KSA 9-1401. The statute requires that banks eligible to hold active funds have a main or branch bank in the county in which the City is located and the banks provide an acceptable rate for active funds.

Various City investments are considered to be idle funds by management and are invested according to KSA 12-1675. The statute requires that the City invest its idle funds in only temporary notes of the City, bank certificates of deposit, repurchase agreements, and if eligible banks do not offer an acceptable rate for the funds: U.S. Treasury bills or notes or the Municipal Investment Pool (KMIP). Maturities of the above investments may not exceed two years by statute.

Some of the City's investments are of bond proceeds invested pursuant to KSA 10-131. This statute allows additional investment authority beyond that of KSA 12-1675. Investments of bond proceeds may follow KSA 12-1675 or include other investments such as the KMIP, direct obligations of the US government or any agency thereof, investment agreements with a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's investors service or Standard and Poor's corporation, and various other investments as specified in KSA 10-131.

At December 31, 2005, the City has the following investments:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Rating</u>
Kansas Municipal Investment Pool	<u>\$ 5,098,068</u>	S&P AA+/S1+

The City's investment policy provides direction on concentration risk. The City policy states that funds held in the General Fund and other funds shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be established, with periodic review and revision, as appropriate. Before a significant change in type of investments is made, staff will consult with the Legislative/Finance Committee.

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

IV. DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Deposits and Investments (Continued)

In establishing specific diversification strategies, the following general policies and constraints will apply:

Maturities will be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities will be selected which provide for income stability and reasonable liquidity.

For short term cash management fund liquidity, investment practices will be followed which ensure that funds required for the next disbursement date and payroll date are covered through maturing investments or marketable U.S. Treasury securities.

Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's deposit policy for custodial credit risk require that the depository banks will maintain 100% security in the form of FDIC coverage and pledged collateral according to KSA 9-1402. If any mortgage is involved in the underlying value of the instruments pledged as security by an institution, City funds should be collateralized at market to 120% of total investment.

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

B. Receivables and Payables

Receivables as of December 31, 2005 for the City's major and nonmajor funds are as follows:

	<u>General</u>	<u>Capital Project</u>	<u>Nonmajor Governmental</u>	<u>Total</u>
Taxes	\$ 3,777,370	\$ -	\$ 475,891	\$ 4,253,261
Intergovernmental	1,091,950	1,110,126	214,565	2,416,641
Interest	109,294	-	-	109,294
Other	<u>453,690</u>	<u>-</u>	<u>-</u>	<u>453,690</u>
Gross receivables	5,432,304	1,110,126	690,456	7,232,886
Less allowance for uncollectibles	<u>[7,066]</u>	<u>-</u>	<u>[867]</u>	<u>[7,933]</u>
Net receivables	<u>\$ 5,425,238</u>	<u>\$ 1,110,126</u>	<u>\$ 689,589</u>	<u>\$ 7,224,953</u>

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

	<u>General Fund</u>	<u>Capital Projects</u>	<u>Nonmajor Governmental</u>	<u>Total</u>
2006 property taxes	\$ 3,771,190	\$ -	\$ 475,147	\$ 4,246,337
Intergovernmental receivables	-	972,796	-	972,796
Franchise fee (unavailable)	<u>182,137</u>	<u>-</u>	<u>-</u>	<u>182,137</u>
Total deferred revenue	<u>\$ 3,953,327</u>	<u>\$ 972,796</u>	<u>\$ 475,147</u>	<u>\$ 5,401,270</u>

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

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

IV. DETAILED NOTES ON ALL FUNDS (CONTINUED)

C. Capital Assets

Capital asset activity for the year ended December 31, 2005 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 13,861,866	\$ -	\$ -	\$ 13,861,866
Construction in progress	4,529,385	284,216	237,548	4,576,053
Total	<u>18,391,251</u>	<u>284,216</u>	<u>237,548</u>	<u>18,437,919</u>
Capital assets being depreciated:				
Buildings	6,154,946	41,300	-	6,196,246
Improvements other than buildings	612,040	276,911	-	888,951
Furniture and equipment	3,826,895	286,178	583,281	3,529,792
Infrastructure	92,295,313	3,686,079	1,760,721	94,220,671
Total	<u>102,889,194</u>	<u>4,290,468</u>	<u>2,344,002</u>	<u>104,835,660</u>
Less accumulated depreciation for:				
Buildings	1,817,878	153,874	-	1,971,752
Improvements other than buildings	227,140	6,702	-	233,842
Furniture and equipment	2,682,477	340,949	572,898	2,450,528
Infrastructure	68,523,324	3,087,998	1,760,721	69,850,601
Total	<u>73,250,819</u>	<u>3,589,523</u>	<u>2,333,619</u>	<u>74,506,723</u>
Total capital assets being depreciated, net	<u>29,638,375</u>	<u>700,945</u>	<u>10,383</u>	<u>30,328,937</u>
Governmental activities capital assets, net of depreciation	<u>\$ 48,029,626</u>	<u>\$ 985,161</u>	<u>\$ 247,931</u>	<u>\$ 48,766,856</u>

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

Governmental activities:	
Urban management and planning	\$ 37,134
Public works	3,273,618
Public safety	148,028
Municipal justice	345
Leisure and recreation	<u>130,398</u>
Total	<u>\$ 3,589,523</u>

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

IV. DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Interfund Receivables, Payables, and Transfers

Receivables/Payables

Cash representing accrued revenue from the Special City Highway Fund was received by the City after December 31, 2005. The following represents the amount of 2005 funds due to the Capital Projects Fund for that reason.

	<u>Due from</u>	<u>Due to</u>
Major Funds:		
Capital Project Fund	\$ -	\$ 214,565
Nonmajor Funds:		
Special City Street and Highway Fund	214,565	-

Transfers

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

	<u>In</u>	<u>Out</u>
Major funds:		
General Fund	\$ -	\$ 2,796,650
Capital Projects Fund	3,505,769	-
Nonmajor funds:		
Special City Street and Highway Fund	-	629,119
Special Parks and Recreation Fund	-	80,000
	<u>\$ 3,505,769</u>	<u>\$ 3,505,769</u>

E. Leases

The City leases building and office facilities and other equipment under operating leases. Total costs for such leases were \$71,748 for the year ended December 31, 2005. The future minimum lease payments for these leases are as follows:

Fiscal year ending December 31:	<u>Amount</u>
2006	\$ 72,042
2007	60,556
2008	26,595
2009	8,157
2010	894

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS

December 31, 2005

IV. DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Long-Term Liabilities

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

Change in long-term liabilities:

	Balance December 31, 2004	Additions	Deductions	Balance December 31, 2005	Current Portion
General Obligation Bonds	\$ 2,985,000	\$ -	\$ 415,000	\$ 2,570,000	\$ 435,000
Accrued Compensated Absences	168,114	338,285	318,168	188,231	188,231
	<u>\$ 3,153,114</u>	<u>\$ 338,285</u>	<u>\$ 733,168</u>	<u>\$ 2,758,231</u>	<u>\$ 623,231</u>

The balance outstanding as of December 31, 2005 was comprised of the following issues:

Bond Issue	Interest Rate	Date Issue	Original Issue Amount	Final Maturity	Balance Outstanding	Interest paid in 2005
Park refunding	3.90-5.00%	1/1/94	\$ 1,240,000	9/1/09	\$ 505,000	\$ 30,363
Police facility	3.70-4.00%	1/1/99	1,660,000	9/1/10	960,000	44,840
Pool improvement	4.75-6.50%	2/15/00	1,600,000	9/1/14	1,105,000	61,135
			<u>\$ 4,500,000</u>		<u>\$ 2,570,000</u>	<u>\$ 136,338</u>

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

	Principal	Interest	Total
Year:			
2006	\$ 435,000	\$ 118,720	\$ 553,720
2007	455,000	99,863	554,863
2008	475,000	79,770	554,770
2009	385,000	58,435	443,435
2010	265,000	41,278	306,278
2011-2014	555,000	75,830	630,830
Total	<u>\$ 2,570,000</u>	<u>\$ 473,896</u>	<u>\$ 3,043,896</u>

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

IV. DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Long-Term Liabilities (Continued)

Conduit Debt

The City has issued debt for economic development in prior years. This debt is issued for the benefit of third parties and the City has no obligation beyond the initial lease or loan which has been assigned to various financial or banking entities. Therefore, the bonds are not reported as a liability in the accompanying financial statements. The following is a list of the outstanding bonds as of December 31, 2005.

Bond Issue	Interest Rate	Date Issue	Original Issue Amount	Final Maturity	Balance Outstanding
Lockton Insurance	10.635%	6/1/85	\$ 4,150,000	7/1/15	\$ 2,458,694
JC Nichols	Variable	12/1/85	4,500,000	12/1/15	4,500,000
Claridge Court	8.50-8.75%	8/28/03	9,140,000	8/1/23	9,140,000
Station Development	4.25%	7/1/01	4,000,000	2/1/12	3,183,307
			<u>\$ 21,790,000</u>		<u>\$ 19,282,001</u>

V. OTHER INFORMATION

A. Employee Retirement Systems and Pension Plans

Defined Pension Plans

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

Kansas Public Employees Retirement System

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

K.S.A. 74-4919 establishes the KPERs member-employee contribution rate at 4% of covered salary. The employer collects and remits member-employee contributions according to the provisions of Section 414(h) of the Internal Revenue Code. State law provides that the employer contribution rate be determined annually based on the results of an annual actuarial valuation. KPERs is funded on an actuarial reserve basis. State law sets a limitation on annual increases in the contribution rates for KPERs employers. The employer rate was 4.01% from January 1 to June 30, 2005 and 4.21% from July 1, 2005 to December 31, 2005. The City contributions to KPERs for the years ending December 31, 2005, 2004, and 2003 were \$70,427, \$65,836, and \$60,706, respectively, equal to the statutory required contributions for each year.

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

V. OTHER INFORMATION (CONTINUED)

A. Employee Retirement Systems and Pension Plans (Continued)

Supplemental Retirement Plan

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

The City's total payroll in 2005 was approximately \$4.6 million. The City's contributions to this defined contribution plan were based on estimated payroll of approximately \$2.5 million. The City made the required 5% contribution up to a maximum contribution of \$2,500 per employee, which amounted to \$106,132 during 2005.

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

Supplemental Retirement Fund
Statement of Plan Net Assets
December 31, 2005

ASSETS	
Restricted cash and investments	\$ 2,233,536
Interest receivable	<u>601</u>
Total assets	<u>\$ 2,234,137</u>
LIABILITIES AND NET ASSETS	
Liabilities	\$ -
Net assets	
Held in trust for pension benefits	<u>2,234,137</u>
Total net assets	<u>2,234,137</u>
Total liabilities and net assets	<u>\$ 2,234,137</u>

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

V. OTHER INFORMATION (CONTINUED)

A. Employee Retirement Systems and Pension Plans (Continued)

Supplemental Retirement Plan
Statement of Changes in Plan Net Assets
For the Year Ended December 31, 2005

Additions:	
Contributions :	
Employer	\$ 106,132
Total contributions	<u>106,132</u>
Investment Earnings:	
Interest and dividends on investments	9,500
Non-cash asset changes	[3,127]
Net increase/decrease in the fair value of investments	<u>112,319</u>
Total investment earnings	<u>118,692</u>
Total additions	<u>224,824</u>
Deductions:	
Benefits	<u>10,112</u>
Changes in net assets	214,712
Net assets - beginning	<u>2,019,425</u>
Net assets - ending	<u>\$ 2,234,137</u>

Revised Prairie Village Police Pension Plan

The Revised Prairie Village Police Pension Plan, single-employer, defined benefit pension plan, was established in 1966 and was amended to its current form in 2002. The plan covers eligible full-time commissioned officers who have been continuously employed by the City for at least one year and who have not attained the age of retirement established by the plan. The plan provides for lifetime benefits upon retirement, along with death and disability benefits. The plan allows retirement upon attainment of twenty years of credited service, regardless of age, or attainment of age fifty-five and five years of service. A three-year average of earnings is used to determine benefits. The plan requires each participating officer to contribute 4% of earnings which earns interest each year. At January 1, 2005, there were thirty-nine active participants (eleven fully vested, seventeen partially vested and eleven nonvested), ten vested terminees (not currently receiving benefits), and twenty-three retired participants and beneficiaries (currently receiving benefits).

Kansas State Statutes require that current liabilities are funded currently. The plan's funding policy provides for periodic employer contributions at actuarially determined amounts that are expressed as percentages of annual covered payroll and are sufficient to accumulate assets adequate to pay benefits when due. The City's actuarially determined contribution to this defined benefit plan in 2005 was \$100,238

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

CITY OF PRAIRIE VILLAGE, KANSAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

V. OTHER INFORMATION (CONTINUED)

A. Employee Retirement Systems and Pension Plans (Continued)

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

Year:	Annual Pension Cost [APC]	Percentage of APC Contributed	Net Pension Obligation
2003	\$ 78,418	100%	\$ -
2004	92,381	100%	-
2005	100,238	100%	-

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

Revised Prairie Village Police Pension Plan
Statement of Plan Net Assets
December 31, 2005

ASSETS

Restricted cash and investments	\$ 7,869,626
Interest receivable	<u>17,006</u>
Total assets	<u>\$ 7,886,632</u>

LIABILITIES AND NET ASSETS

Liabilities	\$ -
Net assets	
Held in trust for pension benefits	<u>7,886,632</u>
Total net assets	<u>7,886,632</u>
Total liabilities and net assets	<u>\$ 7,886,632</u>

CITY OF PRAIRIE VILLAGE, KANSAS
 NOTES TO THE BASIC FINANCIAL STATEMENTS
 December 31, 2005

V. OTHER INFORMATION (CONTINUED)

A. Employee Retirement Systems and Pension Plans (Continued)

Revised Prairie Village Police Pension Plan
 Statement of Changes in Plan Net Assets
 For the Year Ended December 31, 2005

Additions:	
Contributions :	
Plan members	\$ 74,249
Total contributions	<u>74,249</u>
Investment Earnings:	
Interest and dividends on investments	165,875
Net increase/decrease in the fair value of investments	<u>315,650</u>
Total investment earnings	<u>481,525</u>
Total additions	<u>555,774</u>
Deductions:	
Benefits	<u>357,917</u>
Changes in net assets	197,857
Net assets - beginning	<u>7,688,775</u>
Net assets - ending	<u>\$ 7,886,632</u>

Additional information as of the latest actuarial valuation follows:

Valuation date	January 1, 2005
Actuarial cost method	Aggregate
Asset valuation method	Five-year average of adjusted market value of the trust fluid assets
Remaining amortization period	Approximately 7.5 years
Actuarial assumptions:	
Investment rate of return	8% per annum
Projected salary increases	6.5% per year

B. Other Commitments and Contingencies

Tax Increment Financing District

In 1999, the City passed an ordinance establishing a Tax Increment Financing District. Establishment of the district allows the City to provide public improvements to encourage the development of blighted and low-economic areas. Through the use of a TIF District, the City can utilize the taxes generated by the incremental increase in property value from the date the district was established and the combined levies of all taxing jurisdictions to reimburse infrastructure improvement costs related to the project. 1999 was established as the base year for the TIF. Included in the City's 2005 assessed valuation is \$1,258,260, representing the incremental increase in property value since 1998. Tax revenue available to the TIF for the year ended December 31, 2005 was \$120,333 and is included as property tax revenue in the TIF Project Fund (a Special Revenue Fund).

CITY OF PRAIRIE VILLAGE, KANSAS

NOTES TO THE BASIC FINANCIAL STATEMENTS
December 31, 2005

V. OTHER INFORMATION (CONTINUED)

B. Other Commitments and Contingencies (Continued)

In prior years, a total of \$571,786 of reimbursable development costs were incurred for land acquisition and street improvements. As of December 31, 2005, the TIF is complete and has been terminated by City ordinance.

C. Risk Management

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

Policy	Deductible	Limit
Property	\$ 5,000	Agreed amounts
Equipment breakdown	5,000	250,000
Inland marine	Various	Actual cash value
General liability	-	1,000,000
Employee benefit liability	1,000	3,000,000
Public official and employment practices	15,000	1,000,000
Law enforcement liability	10,000	1,000,000
Commercial auto	1,000	1,000,000
Crime	1,000	500,000
Umbrella	10,000	10,000,000
Fiduciary	5,000	500,000

D. Related Party Transaction

The City has entered into a professional consulting agreement with an engineering firm. A member of the City Council is a partner in this firm. For 2005, the City had remitted \$50,593 for services performed by the engineering firm.

CITY OF PRAIRIE VILLAGE, KANSAS

REQUIRED SUPPLEMENTARY INFORMATION
December 31, 2005

Schedule of Funding Progress

Actuarial valuation date	Actuarial value of assets (a)	Actuarial liability (AAL) entry age (b)	Unfunded AAL (UAAL) (b-a)	Funded ratio (a/b)	Covered payroll (c)	UAAL as a percentage of covered payroll [(b-a)/c]
1999	\$ 5,757,357	\$ 4,111,811	[1,645,546]	140.0%	\$ 1,330,356	-123.7%
2000	6,279,640	4,408,884	[1,870,756]	142.4%	1,431,900	-130.6%
2001	6,818,770	4,786,591	[2,032,179]	142.5%	1,517,220	-133.9%
2002	7,171,582	5,012,081	[2,159,501]	143.1%	1,596,240	-135.3%
2003	7,510,292	N/A*	N/A	N/A	1,665,102	N/A
2004	7,980,584	N/A*	N/A	N/A	1,877,088	N/A
2005	8,458,475	N/A*	N/A	N/A	1,964,033	N/A

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

Schedule of Employer Contributions

Year:	Annual pension cost (APC)	Percentage of APC contributed
1999	\$ -	100%
2000	-	100%
2001	-	100%
2002	-	100%
2003	78,418	100%
2004	92,381	100%
2005	100,238	100%

Notes to Required Schedules

Valuation date	January 1, 2005
Actuarial cost method	Aggregate
Asset valuation method	Five-year average of adjusted market value of the trust fund assets
Remaining amortization period	Approximately 6.5 years
Actuarial assumptions:	
Investment rate of return	8% per annum
Projected salary increases	6.5% per year

See accompanying independent auditors' report.

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

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

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

NONMAJOR DEBT SERVICE FUNDS

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
December 31, 2005

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
ASSETS			
Cash and investments	\$ 354,948	\$ 52,756	\$ 407,704
Taxes receivable	-	475,024	475,024
Prepaid expenditures	984	-	984
Due from other governments	214,565	-	214,565
Total assets	<u>\$ 570,497</u>	<u>\$ 527,780</u>	<u>\$ 1,098,277</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 197,785	\$ -	\$ 197,785
Accrued payroll	2,643	-	2,643
Due to other funds	214,565	-	214,565
Deferred revenue	-	475,147	475,147
Total liabilities	<u>414,993</u>	<u>475,147</u>	<u>890,140</u>
Fund balance:			
Reserved			
For debt service	-	52,633	52,633
Unreserved			
Undesignated [deficit]	155,504	-	155,504
Total fund balance [deficit]	<u>155,504</u>	<u>52,633</u>	<u>208,137</u>
Total liabilities and fund balances	<u>\$ 570,497</u>	<u>\$ 527,780</u>	<u>\$ 1,098,277</u>

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended December 31, 2005

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Fund	Total Nonmajor Governmental Funds
Revenues			
Taxes	\$ 120,333	\$ 549,530	\$ 669,863
Intergovernmental	783,019	-	783,019
Charges for services	1,223,462	-	1,223,462
Use of money and property	16,001	6,260	22,261
Total Revenues	<u>2,142,815</u>	<u>555,790</u>	<u>2,698,605</u>
Expenditures			
Current			
Urban management and planning	1,324,198	-	1,324,198
Public safety	65,477	-	65,477
Leisure, recreation	15,000	-	15,000
Debt service			
Principal	-	415,000	415,000
Interest and other charges	-	136,338	136,338
Total Expenditures	<u>1,404,675</u>	<u>551,338</u>	<u>1,956,013</u>
Excess [deficiency] of revenues over [under] expenditures	<u>738,140</u>	<u>4,452</u>	<u>742,592</u>
Other Financing Sources [Uses]			
Transfers [out]	<u>[709,119]</u>	-	<u>[709,119]</u>
Total Other Financing Sources [Uses]	<u>[709,119]</u>	-	<u>[709,119]</u>
Net change in fund balances	29,021	4,452	33,473
Fund balance, beginning	<u>126,483</u>	<u>48,181</u>	<u>174,664</u>
Fund balance, ending	<u>\$ 155,504</u>	<u>\$ 52,633</u>	<u>\$ 208,137</u>

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
December 31, 2005

ASSETS	Solid Waste Management	Special City Street and Highway	TIF Project	Special Parks and Recreation	Special Alcohol	Totals
Cash and investments	\$ 276,484	\$ -	\$ -	\$ 38,498	\$ 39,966	\$ 354,948
Prepaid expenditures	-	-	-	-	984	984
Due from other governments	-	214,565	-	-	-	214,565
Total assets	\$ 276,484	\$ 214,565	\$ -	\$ 38,498	\$ 40,950	\$ 570,497
LIABILITIES AND FUND BALANCES						
Liabilities						
Accounts payable	\$ 197,361	\$ -	\$ -	\$ -	\$ 424	\$ 197,785
Accrued payroll	645	-	-	-	1,998	2,643
Due to other funds	-	214,565	-	-	-	214,565
Total liabilities	198,006	214,565	-	-	2,422	414,993
Fund balances						
Unreserved and undesignated	78,478	-	-	38,498	38,528	155,504
Total fund balances	78,478	-	-	38,498	38,528	155,504
Total liabilities and fund balances	\$ 276,484	\$ 214,565	\$ -	\$ 38,498	\$ 40,950	\$ 570,497

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended December 31, 2005

	<u>Solid Waste Management</u>	<u>Special City Street and Highway</u>	<u>TIF Project</u>	<u>Special Parks and Recreation</u>	<u>Special Alcohol</u>	<u>Total</u>
Revenues						
Taxes	\$ -	\$ -	\$ 120,333	\$ -	\$ -	\$ 120,333
Intergovernmental	-	629,119	-	76,950	76,950	783,019
Charges for services	1,223,462	-	-	-	-	1,223,462
Use of money and property	16,001	-	-	-	-	16,001
Total revenues	<u>1,239,463</u>	<u>629,119</u>	<u>120,333</u>	<u>76,950</u>	<u>76,950</u>	<u>2,142,815</u>
Expenditures						
Current:						
Urban management and planning	1,203,865	-	120,333	-	-	1,324,198
Public safety	-	-	-	-	65,477	65,477
Leisure, recreation	-	-	-	-	15,000	15,000
Total expenditures	<u>1,203,865</u>	<u>-</u>	<u>120,333</u>	<u>-</u>	<u>80,477</u>	<u>1,404,675</u>
Excess [deficiency] of revenues over [under] expenditures	<u>35,598</u>	<u>629,119</u>	<u>-</u>	<u>76,950</u>	<u>[3,527]</u>	<u>738,140</u>
Other financing sources [uses]						
Transfers [out]	-	[629,119]	-	[80,000]	-	[709,119]
Total other financing sources [uses]	<u>-</u>	<u>[629,119]</u>	<u>-</u>	<u>[80,000]</u>	<u>-</u>	<u>[709,119]</u>
Net change in fund balances	35,598	-	-	[3,050]	[3,527]	29,021
Fund balances, beginning	42,880	-	-	41,548	42,055	126,483
Fund balances, ending	<u>\$ 78,478</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,498</u>	<u>\$ 38,528</u>	<u>\$ 155,504</u>

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - ACTUAL AND BUDGET
 SOLID WASTE MANAGEMENT FUND
 For the Year Ended December 31, 2005

	GAAP Basis		Budgetary Basis Actual	Budgeted Amounts		Variance Positive [Negative]
	Actual	Adjustments		Original	Final	
Revenues						
Charges for services	\$ 1,223,462	\$ -	\$ 1,223,462	\$ 1,210,708	\$ 1,210,708	\$ 12,754
Use of money and property	16,001	-	16,001	-	-	16,001
Total revenues	<u>1,239,463</u>	<u>-</u>	<u>1,239,463</u>	<u>1,210,708</u>	<u>1,210,708</u>	<u>28,755</u>
Expenditures						
Urban management and planning	<u>1,203,865</u>	<u>-</u>	<u>1,203,865</u>	<u>1,210,708</u>	<u>1,210,708</u>	<u>6,843</u>
Total expenditures	<u>1,203,865</u>	<u>-</u>	<u>1,203,865</u>	<u>1,210,708</u>	<u>1,210,708</u>	<u>6,843</u>
Net change in fund balance	35,598	-	35,598	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 35,598</u>
Fund balance, beginning	<u>42,880</u>	<u>-</u>	<u>42,880</u>			
Fund balance, ending	<u>\$ 78,478</u>	<u>\$ -</u>	<u>\$ 78,478</u>			

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - ACTUAL AND BUDGET
 SPECIAL CITY STREET AND HIGHWAY FUND
 For the Year Ended December 31, 2005

	GAAP Basis		Budgetary Basis Actual	Budgeted Amounts		Variance Positive [Negative]
	Actual	Adjustments		Original	Final	
Revenues						
Intergovernmental	\$ 629,119	\$ -	\$ 629,119	\$ 633,900	\$ 633,900	\$ [4,781]
Total revenues	<u>629,119</u>	<u>-</u>	<u>629,119</u>	<u>633,900</u>	<u>633,900</u>	<u>[4,781]</u>
Expenditures						
Public works	-	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess [deficiency] of revenues over [under] expenditures	<u>629,119</u>	<u>-</u>	<u>629,119</u>	<u>633,900</u>	<u>633,900</u>	<u>[4,781]</u>
Other financing sources [uses]						
Transfers [out]	<u>[629,119]</u>	<u>-</u>	<u>[629,119]</u>	<u>[633,900]</u>	<u>[633,900]</u>	<u>4,781</u>
Total other financing sources [uses]	<u>[629,119]</u>	<u>-</u>	<u>[629,119]</u>	<u>[633,900]</u>	<u>[633,900]</u>	<u>4,781</u>
Net change in fund balance	-	-	-	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>			
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>			

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - ACTUAL AND BUDGET
TIF PROJECT FUND

For the Year Ended December 31, 2005

	GAAP	Adjustments	Budgetary	Budgeted Amounts		Variance
	Basis		Basis	Original	Final	Positive
	Actual		Actual			[Negative]
Revenues						
Taxes	\$ 120,333	\$ -	\$ 120,333	\$ 100,000	\$ 100,000	\$ 20,333
Total revenues	<u>120,333</u>	<u>-</u>	<u>120,333</u>	<u>100,000</u>	<u>100,000</u>	<u>20,333</u>
Expenditures						
Urban management and planning	120,333	-	120,333	100,000	100,000	[20,333]
Total expenditures	<u>120,333</u>	<u>-</u>	<u>120,333</u>	<u>100,000</u>	<u>100,000</u>	<u>[20,333]</u>
Net change in fund balance	-	-	-	\$ -	\$ -	\$ -
Fund balance, beginning	-	-	-			
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>			

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - ACTUAL AND BUDGET
 SPECIAL PARKS AND RECREATION FUND
 For the Year Ended December 31, 2005

	GAAP Basis		Budgetary Basis Actual	Budgeted Amounts		Variance Positive [Negative]
	Actual	Adjustments		Original	Final	
Revenues						
Intergovernmental	\$ 76,950	\$ -	\$ 76,950	\$ 70,000	\$ 70,000	\$ 6,950
Total revenues	<u>76,950</u>	<u>-</u>	<u>76,950</u>	<u>70,000</u>	<u>70,000</u>	<u>6,950</u>
Expenditures						
Leisure and recreation	-	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess [deficiency] of revenues over [under] expenditures	<u>76,950</u>	<u>-</u>	<u>76,950</u>	<u>70,000</u>	<u>70,000</u>	<u>6,950</u>
Other financing sources [uses]						
Transfers [out]	[80,000]	-	[80,000]	[80,000]	[80,000]	-
Total other financing sources [uses]	<u>[80,000]</u>	<u>-</u>	<u>[80,000]</u>	<u>[80,000]</u>	<u>[80,000]</u>	<u>-</u>
Net change in fund balance	[3,050]	-	[3,050]	\$ [10,000]	\$ [10,000]	\$ 6,950
Fund balance, beginning	<u>41,548</u>	<u>-</u>	<u>41,548</u>			
Fund balance, ending	<u>\$ 38,498</u>	<u>\$ -</u>	<u>\$ 38,498</u>			

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - ACTUAL AND BUDGET
SPECIAL ALCOHOL FUND

For the Year Ended December 31, 2005

	GAAP Basis	Adjustments to Budgetary Basis	Budgetary Basis	Budgeted Amounts		Variance Positive [Negative]
				Original	Final	
Revenues						
Intergovernmental	\$ 76,950	\$ -	\$ 76,950	\$ 70,000	\$ 70,000	\$ 6,950
Total revenues	<u>76,950</u>	<u>-</u>	<u>76,950</u>	<u>70,000</u>	<u>70,000</u>	<u>6,950</u>
Expenditures						
Public safety	65,477	-	65,477	65,546	65,546	69
Leisure, recreation	<u>15,000</u>	<u>-</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>-</u>
Total expenditures	<u>80,477</u>	<u>-</u>	<u>80,477</u>	<u>80,546</u>	<u>80,546</u>	<u>69</u>
Net change in fund balance	[3,527]	-	[3,527]	\$ [10,546]	\$ [10,546]	\$ 7,019
Fund balance, beginning	<u>42,055</u>	<u>-</u>	<u>42,055</u>			
Fund balance, ending	<u>\$ 38,528</u>	<u>\$ -</u>	<u>\$ 38,528</u>			

CITY OF PRAIRIE VILLAGE, KANSAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - ACTUAL AND BUDGET
 DEBT SERVICE FUND
 For the Year Ended December 31, 2005

	GAAP Basis	Adjustments to Budgetary Basis	Budgetary Basis	Budgeted Amounts		Variance Positive [Negative]
				Original	Final	
Revenues						
Taxes	\$ 549,530	\$ -	\$ 549,530	\$ 555,200	\$ 555,200	\$ [5,670]
Use of money and property	6,260	-	6,260	1,930	1,930	4,330
Total revenues	<u>555,790</u>	<u>-</u>	<u>555,790</u>	<u>557,130</u>	<u>557,130</u>	<u>[1,340]</u>
Expenditures						
Debt service						
Principal	415,000	-	415,000	415,000	415,000	-
Interest and other charges	136,338	-	136,338	136,338	136,338	-
Total expenditures	<u>551,338</u>	<u>-</u>	<u>551,338</u>	<u>551,338</u>	<u>551,338</u>	<u>-</u>
Net change in fund balance	4,452	-	4,452	<u>\$ 5,792</u>	<u>\$ 5,792</u>	<u>\$ [1,340]</u>
Fund balance, beginning	<u>48,181</u>	<u>-</u>	<u>48,181</u>			
Fund balance, ending	<u>\$ 52,633</u>	<u>\$ -</u>	<u>\$ 52,633</u>			

CITY OF PRAIRIE VILLAGE, KANSAS

FIDUCIARY FUNDS

Pension Trust Funds

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

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING STATEMENT OF FIDUCIARY NET ASSETS
 FIDUCIARY FUNDS
 December 31, 2005

ASSETS	Supplemental Retirement Fund	Revised Prairie Village Police Pension Fund	Total
Restricted cash and investments	\$ 2,233,536	\$ 7,869,626	\$ 10,103,162
Interest receivable	<u>601</u>	<u>17,006</u>	<u>17,607</u>
Total assets	<u>\$ 2,234,137</u>	<u>\$ 7,886,632</u>	<u>\$ 10,120,769</u>
 LIABILITIES AND NET ASSETS			
Liabilities			
Net assets			
Held in trust for pension benefits	<u>\$ 2,234,137</u>	<u>\$ 7,886,632</u>	<u>\$ 10,120,769</u>
Total net assets	<u>2,234,137</u>	<u>7,886,632</u>	<u>10,120,769</u>
Total liabilities and net assets	<u>\$ 2,234,137</u>	<u>\$ 7,886,632</u>	<u>\$ 10,120,769</u>

CITY OF PRAIRIE VILLAGE, KANSAS

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
FIDUCIARY FUNDS

For the Year Ended December 31, 2005

	Supplemental Retirement Fund	Revised Prairie Village Police Pension Fund	Total
Additions:			
Contributions :			
Employer	\$ 106,132	\$ -	\$ 106,132
Plan members	-	74,249	74,249
Total contributions	<u>106,132</u>	<u>74,249</u>	<u>180,381</u>
Investment Earnings:			
Interest and dividends on investments	9,500	165,737	175,237
Non-cash asset changes	[3,127]	229,942	226,815
Net increase/decrease in the fair value of investments	<u>112,319</u>	<u>85,708</u>	<u>198,027</u>
Total investment earnings	<u>118,692</u>	<u>481,387</u>	<u>600,079</u>
 Total additions	 <u>224,824</u>	 <u>555,636</u>	 <u>780,460</u>
Deductions:			
Benefits	<u>10,112</u>	<u>357,917</u>	<u>368,029</u>
 Changes in net assets	 <u>214,712</u>	 <u>197,719</u>	 <u>412,431</u>
Net assets - beginning	2,019,425	7,688,775	9,708,200
Prior period adjustment	<u>-</u>	<u>138</u>	<u>138</u>
Net assets - beginning, restated	<u>2,019,425</u>	<u>7,688,913</u>	<u>9,708,338</u>
Net assets - ending	<u>\$ 2,234,137</u>	<u>\$ 7,886,632</u>	<u>\$ 10,120,769</u>

This page intentionally left blank.

CITY OF PRAIRIE VILLAGE, KANSAS

GOVERNMENT-WIDE EXPENSES BY FUNCTION
 LAST TEN YEARS
 December 31, 2005
 (Unaudited)

<u>Year Ended December 31,</u>	<u>Urban Management and Planning</u>	<u>Public Works</u>	<u>Public Safety</u>	<u>Municipal Justice</u>	<u>Leisure and Recreation</u>	<u>Interest on Long-term Debt</u>	<u>Totals</u>
1996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1997	-	-	-	-	-	-	-
1998	-	-	-	-	-	-	-
1999	-	-	-	-	-	-	-
2000	-	-	-	-	-	-	-
2001	-	-	-	-	-	-	-
2002	-	-	-	-	-	-	-
2003	2,678,162	3,625,311	4,239,376	243,654	1,096,950	165,211	12,048,664
2004	2,843,833	6,743,408	4,293,500	260,073	817,561	148,189	15,106,564
2005	2,929,560	6,174,532	4,606,977	280,708	787,935	130,238	14,909,950

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

CITY OF PRAIRIE VILLAGE, KANSAS

GOVERNMENT-WIDE REVENUES
 LAST TEN YEARS
 December 31, 2005
 (Unaudited)

Year Ended December 31,	Program Revenues			General Revenues				Totals
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Taxes	Grants and Contributions Not Restricted	Investment Earnings	Miscellaneous	
1996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1997	-	-	-	-	-	-	-	-
1998	-	-	-	-	-	-	-	-
1999	-	-	-	-	-	-	-	-
2000	-	-	-	-	-	-	-	-
2001	-	-	-	-	-	-	-	-
2002	-	-	-	-	-	-	-	-
2003	3,655,104	11,338	390,246	10,777,951	899,494	122,110	226,288	16,082,531
2004	3,752,594	3,355	745,288	11,392,353	890,611	164,161	299,944	17,248,306
2005	3,939,819	71,318	544,352	11,646,520	935,916	309,886	63,695	17,511,506

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

CITY OF PRAIRIE VILLAGE, KANSAS

GENERAL GOVERNMENTAL EXPENDITURES BY FUNCTION (1)
 LAST TEN YEARS
 December 31, 2005
 (Unaudited)

<u>Year Ended</u> <u>December 31,</u>	<u>Urban</u> <u>Management</u> <u>and Planning</u>	<u>Public</u> <u>Works</u>	<u>Public</u> <u>Safety</u>	<u>Municipal</u> <u>Justice</u>	<u>Leisure and</u> <u>Recreation</u>	<u>Capital</u> <u>Outlay</u>	<u>Debt</u> <u>Services</u>	<u>Totals</u>
1996	\$ 1,599,628	\$ 2,959,690	\$2,918,653	\$ 136,489	\$ 606,109	\$5,414,025	\$ 565,717	\$14,200,311
1997	1,743,545	2,426,518	2,983,763	133,940	654,264	5,617,573	559,764	14,119,367
1998	1,770,380	2,143,721	3,075,701	155,018	691,017	5,719,089	559,098	14,114,024
1999	1,929,823	2,649,379	3,437,676	187,706	741,997	5,174,062	476,113	14,596,756
2000	1,986,967	2,809,254	3,445,711	179,729	946,956	9,171,783	593,038	19,133,438
2001	2,273,106	2,841,247	3,740,892	195,487	610,793	4,446,209	2,238,814	16,346,548
2002	2,619,356	5,613,507	3,911,193	209,873	663,919	5,045,797	551,843	18,615,488
2003	2,661,683	3,396,033	4,132,170	238,120	974,433	2,630,252	550,785	14,583,476
2004	2,828,508	3,339,749	4,239,918	256,843	695,588	4,278,825	554,154	16,193,585
2005	2,897,745	3,194,551	4,720,791	279,083	658,556	3,891,276	551,338	16,193,340

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

CITY OF PRAIRIE VILLAGE, KANSAS

GENERAL GOVERNMENTAL REVENUES BY SOURCE (1)
 LAST TEN YEARS
 December 31, 2005
 (Unaudited)

<u>Fiscal Year</u> <u>December 31,</u>	<u>Taxes</u>	<u>Licenses</u> <u>and</u> <u>Permits</u>	<u>Inter-</u> <u>governmental</u>	<u>Charges</u> <u>for</u> <u>Services</u>	<u>Fines and</u> <u>Forfeitures</u>	<u>Recreational</u> <u>Fees</u>	<u>Use of</u> <u>Money</u> <u>and Property</u>	<u>Other</u>	<u>Totals</u>
1996	\$ 7,781,869	\$272,331	\$ 3,642,539	\$ 809,456	\$253,711	\$ 239,480	\$ 644,086	\$121,495	\$ 13,764,967
1997	7,969,985	319,496	3,865,837	890,460	283,165	234,347	543,903	17,146	14,124,339
1998	8,631,974	319,890	3,984,037	946,877	331,931	253,775	538,683	148,118	15,155,285
1999	8,763,221	313,003	2,712,642	912,188	263,803	248,347	607,584	72,866	13,893,654
2000	9,013,654	319,122	3,956,504	1,100,990	385,493	381,363	538,676	99,466	15,795,268
2001	9,088,035	340,086	2,634,454	1,467,067	381,582	390,023	516,450	59,274	14,876,971
2002	8,938,293	312,230	4,782,758	1,547,520	488,565	442,569	255,070	173,426	16,940,431
2003	10,687,234	351,017	1,260,056	2,413,516	727,073	435,432	122,110	226,288	16,222,726
2004	11,394,015	350,032	1,584,852	2,479,063	751,101	380,729	164,160	284,805	17,388,757
2005	11,639,349	384,820	1,475,639	2,551,749	820,766	426,946	312,631	63,249	17,675,149

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

CITY OF PRAIRIE VILLAGE, KANSAS

GENERAL GOVERNMENT TAX REVENUES BY SOURCE
 LAST TEN YEARS
 December 31, 2005
 (Unaudited)

<u>Fiscal Year</u> <u>December 31,</u>	<u>Property</u> <u>Tax</u>	<u>City Sales</u> <u>Tax</u>	<u>Franchise</u> <u>Tax</u>	<u>Motor</u> <u>Vehicle Tax(2)</u>	<u>Total</u>
1996	\$ 2,703,331	\$ 3,814,905	\$ 1,263,633	\$ -	\$ 7,781,869
1997	2,714,480	3,952,780	1,302,725	-	7,969,985
1998	2,987,707	4,374,357	1,269,910	-	8,631,974
1999	3,060,193	4,414,019	1,289,009	-	8,763,221
2000	3,076,364	4,447,228	1,490,062	-	9,013,654
2001	3,118,194	4,314,964	1,654,877	-	9,088,035
2002	3,333,898	4,179,059	1,425,336	-	8,938,293
2003	3,916,657	4,735,080	1,524,472	511,024	10,687,233
2004	4,027,484	5,237,058	1,568,829	560,644	11,394,015
2005	4,142,158	5,298,202	1,629,419	569,570	11,639,349

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

CITY OF PRAIRIE VILLAGE, KANSAS

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN YEARS

December 31, 2005

(Unaudited)

<u>Year Ended</u> <u>December 31,</u>	<u>Total</u> <u>Tax</u> <u>Levy</u>	<u>Current</u> <u>Taxes</u> <u>Collected</u>	<u>Percent of</u> <u>Levy Collected</u>	<u>Delinquent</u> <u>Tax</u> <u>Collections</u>	<u>Total Tax</u> <u>Collections</u>	<u>Ratio of</u> <u>Total Tax</u> <u>Collections</u> <u>to Tax Levy</u>	<u>Outstanding</u> <u>Delinquent</u> <u>Taxes</u>	<u>Percent of</u> <u>Delinquent</u> <u>Taxes to</u> <u>Total Levy</u>
1996	\$2,639,540	\$2,570,295	97.38%	\$ 14,610	\$2,584,905	97.9%	\$ 205,752	7.96%
1997	2,656,669	2,579,573	97.10%	16,639	2,596,212	97.7%	189,590	7.30%
1998	2,937,936	2,857,923	97.28%	12,506	2,870,429	97.7%	334,193	11.64%
1999	2,932,216	2,872,644	97.97%	26,529	2,899,173	98.9%	386,166	13.32%
2000	2,928,185	2,821,069	96.34%	12,776	2,833,845	96.8%	390,376	13.78%
2001	2,983,450	2,889,696	96.86%	18,774	2,908,470	97.5%	293,812	10.10%
2002	3,159,829	3,091,234	97.83%	27,653	3,118,887	98.7%	335,684	10.76%
2003	3,843,902	3,770,837	98.10%	38,661	3,809,498	99.1%	370,088	9.71%
2004	4,052,505	3,991,470	98.49%	36,014	4,027,484	99.4%	395,109	9.81%
2005	4,170,531	4,101,195	98.34%	40,963	4,142,158	99.3%	423,482	10.22%

CITY OF PRAIRIE VILLAGE

ASSESSED AND ESTIMATED ACTUAL VALUE
OF TAXABLE PROPERTY (1)
LAST TEN YEARS
December 31, 2005
(Unaudited)

Fiscal Year	Real Property(1)		Personal Property(2)		Total Assessed Value	Estimated Actual Value	Ratio of Assessed Value to Estimated Actual Value
	Assessed Value	Estimated Actual Value	Assessed Value	Estimated Actual Value			
1996	\$ 152,606,792	\$ 1,205,195,550	\$ 9,692,058	\$ 31,101,793	\$ 162,298,850	\$ 1,236,297,343	13.13%
1997	169,247,103	1,336,610,601	10,124,998	32,521,001	179,372,101	1,369,131,602	13.10%
1998	172,775,588	1,364,476,426	10,362,079	33,337,140	183,137,667	1,397,813,566	13.10%
1999	200,122,603	1,444,363,130	11,650,365	37,617,358	211,772,968	1,481,980,488	14.29%
2000	212,804,428	1,680,599,839	11,111,072	35,917,337	223,915,500	1,716,517,176	13.04%
2001	224,870,291	1,775,888,681	11,255,014	36,364,658	236,125,305	1,812,253,339	13.03%
2002	233,177,860	1,841,496,804	10,972,412	35,413,694	244,150,272	1,876,910,498	13.01%
2003	240,559,204	1,899,790,166	10,049,767	32,312,991	250,608,971	1,932,103,157	12.97%
2004	246,178,002	2,072,880,390	9,613,535	30,783,709	255,791,537	2,103,664,099	12.16%
2005	259,785,677	2,188,001,305	10,021,010	32,061,045	269,806,687	2,220,062,350	12.15%

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

(2) - Assessed personal property is assessed at 30% of actual value. State assessed utilities are assessed at 33% assessed at 33%.

CITY OF PRAIRIE VILLAGE, KANSAS

PROPERTY TAX RATES DIRECT AND OVERLAPPING GOVERNMENTS
 PER \$1,000 OF ASSESSED VALUATION
 LAST TEN YEARS
 December 31, 2005
 (Unaudited)

Year Ended December 31,	State	City	County	School District	Johnson County Community College	Consolidated Fire District	Unified Waste Water	Johnson County Library	Johnson County Parks and Recreation
1996	1.5	16.369	16.5900	56.2330	8.946	8.107	6.041	3.478	1.620
1997	1.5	16.379	15.3050	51.8080	8.540	7.529	5.938	3.254	1.512
1998	1.5	16.011	14.3450	42.9680	7.746	7.522	5.704	3.174	1.437
1999	1.5	13.827	16.1120	41.2460	7.184	6.868	5.166	3.137	1.451
2000	1.5	13.324	15.6760	40.3270	7.646	7.197	4.647	2.981	1.322
2001	1.5	13.382	16.3330	38.6990	7.743	7.703	4.181	2.971	1.382
2002	1.5	15.744	16.2210	42.2380	9.428	8.008	0.000	2.948	1.602
2003	1.5	15.765	16.3810	37.7740	9.432	9.240	0.000	2.954	2.365
2004	1.5	15.843	16.0410	42.6550	9.438	9.241	0.000	2.956	2.367
2005	1.5	15.720	17.9220	49.7480	8.960	9.405	0.000	2.955	2.286

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

CITY OF PRAIRIE VILLAGE, KANSAS

PRINCIPAL TAXPAYERS

December 31, 2005

(Unaudited)

<u>Taxpayer</u>	<u>Type of Business</u>	2005 Assessed Valuation	% of Total Assessed Valuation
Highwoods Realty Limited	Real Estate	\$ 16,504,193	6.12%
SM Properties, L.P.	Real Estate	3,148,426	1.17%
Kansas City Power & Light	Utility	2,783,041	1.03%
Kenilworth L.L.C.	Real Estate	1,960,486	0.73%
May Department Stores	Real Estate	1,499,025	0.56%
CNL Retirement	Adult living facility	1,407,968	0.52%
Prairie Village Office Center	Real Estate	1,012,501	0.38%
Melody W. Sutherland	Real Estate	985,675	0.37%
Meadowbrook Center, L.L.C.	Real Estate	961,776	0.36%
Southwestern Bell Telephone	Utility	916,960	0.34%
Cornith Paddock, L.L.C.	Real Estate	<u>915,228</u>	<u>0.34%</u>
Total		<u>\$ 32,095,279</u>	<u>11.90%</u>

CITY OF PRAIRIE VILLAGE, KANSAS
COMPUTATION OF LEGAL DEBT MARGIN
December 31, 2005
(Unaudited)

Total assessed value	\$ 269,806,687
Debt limitation percentage in accordance with K.S.A. 10-308	<u> x 30%</u>
2005 debt limitation	80,942,006
Bond indebtedness	<u> 2,570,000</u>
Legal debt margin	<u>\$ 78,372,006</u>

CITY OF PRAIRIE VILLAGE, KANSAS

RATIO OF NET GENERAL OBLIGATION BONDED DEBT TO ASSESSED
VALUE AND NET GENERAL OBLIGATION DEBT PER CAPITA
LAST TEN YEARS
December 31, 2005
(Unaudited)

<u>Year Ended</u> <u>December 31.</u>	<u>Population(1)</u>	<u>Assessed</u> <u>Value</u>	<u>Gross</u> <u>Bonded</u> <u>Debt</u>	<u>Less</u> <u>Debt</u> <u>Service</u> <u>Fund</u>	<u>Net</u> <u>Bonded</u> <u>Debt</u>	<u>Ratio of</u> <u>Net</u> <u>Bonded</u> <u>Debt to</u> <u>Assessed</u> <u>Value</u>	<u>Net</u> <u>Bonded</u> <u>Debt per</u> <u>Capita</u>
1996	23056	\$ 162,298,089	\$ 4,015,000	\$ 124,776	\$ 3,890,224	2.40%	\$ 168.73
1997	23545	179,372,101	3,685,000	51,612	3,633,388	2.03%	154.32
1998	23545	183,137,667	3,335,000	52,437	3,282,563	1.79%	139.42
1999	23365	211,772,968	4,790,000	1,669,821	3,120,179	1.47%	133.54
2000	22072	223,915,500	6,080,000	1,653,124	4,426,876	1.98%	200.57
2001	21962	236,125,305	4,130,000	-	4,130,000	1.75%	188.05
2002	21514	244,150,272	3,765,000	21,308	3,743,692	1.53%	174.01
2003	21514	250,608,971	3,385,000	20,601	3,364,399	1.34%	156.38
2004	21729	255,791,537	2,985,000	48,181	2,936,819	1.15%	135.16
2005	21887	269,806,687	2,570,000	52,633	2,517,367	0.93%	115.02

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

CITY OF PRAIRIE VILLAGE, KANSAS

RATIO OF ANNUAL DEBT SERVICE EXPENDITURES FOR GENERAL
OBLIGATION DEBT TO GENERAL GOVERNMENTAL EXPENDITURES
LAST TEN YEARS
December 31, 2005
(Unaudited)

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>General Governmental Expenditures (1)</u>	<u>Ratio of Debt Service to General Governmental Expenditures</u>
1996	\$ 315,000	\$ 249,476	\$ 564,476	\$ 14,200,311	3.98%
1997	330,000	229,764	559,764	14,119,367	3.96%
1998	350,000	209,098	559,098	14,114,024	3.96%
1999	205,000	271,113	476,113	14,596,756	3.26%
2000	310,000	264,315	574,315	19,133,438	3.00%
2001	1,950,000 (2)	288,814	2,238,814	16,346,548	13.70%
2002	365,000	186,843	551,843	18,615,488	2.96%
2003	380,000	170,785	550,785	14,583,476	3.78%
2004	400,000	154,154	554,154	16,193,585	3.42%
2005	415,000	136,338	551,338	16,193,340	3.40%

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

COMPUTATION OF DIRECT AND OVERLAPPING DEBT
 December 31, 2005
 (Unaudited)

<u>Name of Governmental Unit</u>	<u>Net Debt Outstanding</u>	<u>Percentage Applicable to City of Prairie Village</u>	<u>Amount Applicable to City of Prairie Village</u>
Direct debt:			
City of Prairie Village, Kansas	\$ 2,570,000	100.00%	\$ 2,570,000
Overlapping debt: (1)			
Johnson County	174,535,000	3.81%	6,649,784
Shawnee Mission School (U.S.D. 512)	224,580,000	9.20%	20,661,360
Fire District #2	1,930,000	38.86%	749,998
Johnson County Community College	13,270,000	3.81%	505,587
Johnson County Parks and Recreation	<u>5,240,000</u>	3.81%	<u>199,644</u>
Total overlapping debt	<u>419,555,000</u>		<u>28,766,373</u>
Total direct and overlapping debt	<u>\$ 422,125,000</u>		<u>\$ 31,336,373</u>

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

CITY OF PRAIRIE VILLAGE, KANSAS

DEMOGRAPHIC STATISTICS
LAST TEN YEARS
December 31, 2005
(Unaudited)

<u>Fiscal Year</u>	<u>Population (1)</u>	<u>School Enrollment</u>	<u>Unemployment Rate (1)</u>
1996	23,056	5,811	1.8%
1997	23,545	6,027	1.4%
1998	23,545	7,002	1.6%
1999	23,365	7,219	1.1%
2000	22,072	6,682	1.5%
2001	21,962	6,954	3.7%
2002	21,514	6,750	4.3%
2003	21,514	6,573	3.9%
2004	21,729	6,563	4.3%
2005	21,887	6,145	4.5%

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

CITY OF PRAIRIE VILLAGE, KANSAS
PROPERTY VALUE, CONSTRUCTION AND
BANK DEPOSITS
LAST TEN YEARS
December 31, 2005

Fiscal Year	Commercial Construction		Residential Construction		Total Real Property Value (in thousands)	Bank Deposits (3)
	Number of Permits (1)	Value (2)	Number of Permits (1)	Value (2)		
1996	1	\$ 437,079	2	\$ 263,268	\$ 1,205,196	\$ 584,047
1997	1	9,148,000	1	135,000	1,336,611	582,147
1998	2	2,079,801	3	1,170,865	1,364,476	570,515
1999	-	-	11	4,707,117	1,444,363	619,678
2000	-	-	10	5,207,400	1,680,600	572,249
2001	11	8,191,907	5	3,151,805	1,775,889	599,898
2002	-	-	3	1,257,000	1,841,497	672,998
2003	1	1,000,000	2	992,000	1,899,790	717,957
2004	1	1,700,000	1	512,000	2,072,880	715,413
2005	58	7,595,804	912	12,693,105	2,188,001	708,063

(1) Determined from building permit information.

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

(3) Source: Federal Depository Insurance Corporation

CITY OF PRAIRIE VILLAGE, KANSAS

MISCELLANEOUS STATISTICS

December 31, 2005

(Unaudited)

Date of incorporation	1951
Form of government	Council/Mayor with City Administrator
Full-time City employees	109
Area in square miles	6.70
City of Prairie Village facilities and services:	
Miles of streets	112.5
Number of street lights	1,990
Culture and recreation:	
Parks	9
Park acreage	64
Swimming pools	5
Golf courses (private)	1
Police protection:	
Number of stations	1
Number of police personnel and officers	61
Education:	
Number of private schools	4
Number of elementary school	5
Number of junior high schools	2
Number of senior high schools	1

Issue:

Consider renewal of health, dental, Life, Long-Term Disability, and Long-Term Care Insurance for City employees.

Background:

The City offers a comprehensive benefits package to employees that includes health and dental insurance coverage in which the City and employees share premium costs, as well as life, long term disability, and long-term care coverage which is provided fully by the City. These benefit plans renew annually in September.

For the past several months, the Employee Benefits Committee, working with City staff and CBIZ, the City's benefits consultant, has met multiple times to discuss the current benefits programs, obtain feedback from employees regarding the City's employee benefit programs, and explore other benefit options that the City may offer to its employees. The City also enlisted the services of FBD Consulting to provide a Compensation and Benefits Study to see where the City was in comparison to other similar municipalities.

Health Insurance Renewal

The City offers two health insurance options from which employees may choose: a base plan and a Point of Service or "buy-up" plan. City contributions are based upon the base plan with the City paying 100% of employee only coverage, 83% of employee +1 coverage, and 75% of family coverage.

In 2003, the City's health insurance program was changed to include higher co-pays and out-of-pocket maximums. As a result of those changes, the City's 2004-05 premiums increased only 6.6%. At the time, the market was averaging an increase of 13-15%. After negotiations between the City's benefits consultant and United Healthcare, the company proposed an 8% increase with no plan changes for the 2005-06 plan year. The renewal rate for the 2006-2007 plan year from United Healthcare was initially a 17.3% increase. Through further negotiations, United Healthcare is now proposing a 16.3% increase for the coming plan year. Under the proposal, there would be no changes to the coverages provided by United HealthCare. In preparing for the 2007 budget, a 20% increase in health insurance costs was anticipated.

Option A:

The following illustrates the effect of the proposed premium increase (based on current enrollment) if they City opts to keep the current cost sharing percentages:

2005-2006 Health Insurance Cost Structure

Base

	Monthly Premium	City		Employee	
EE Only	288.41	288.41	100%	0.00	0%
EE + 1	698.07	579.40	83%	118.67	17%
Family	1028.74	771.56	75%	257.19	25%

Buy-Up

	Monthly Premium	City		Employee	
EE Only	356.89	288.41	81%	68.48	19%
EE + 1	863.82	579.40	67%	284.42	33%
Family	1,273.00	771.56	61%	501.45	39%

2006-2007 Proposed Health Insurance Cost Structure

-A

Base

	Monthly Premium	City		Employee	
EE Only	335.42	335.42	100%	0.00	0%
EE + 1	811.86	673.84	83%	138.02	17%
Family	1,196.42	897.32	75%	299.11	25%

Buy-Up

	Monthly Premium	City		Employee	
EE Only	415.06	335.42	81%	79.64	19%
EE + 1	1,004.62	673.84	67%	330.78	33%
Family	1,480.50	897.32	61%	583.19	39%

Based on current participation and maintaining the current cost-sharing arrangement would increase the yearly cost to the City by \$92,561 for a total yearly cost of \$660,412.

Option B:

The Employee Benefits Committee discussed the possibility of increasing the portion that the City pays for Family coverage on the HMO plan. Based on information Committee members shared from other employees and from other cities, as well as information obtained through a survey of health insurance benefits offered by surrounding communities, it is proposed that the City increase its contribution for family coverage to 80%, placing the City's family coverage more competitively with surrounding communities. The cost structure would be as follows:

*2006-2007 Proposed Health Insurance Cost Structure
- B
Base*

	Monthly Premium	City		Employee	
EE Only	335.42	335.42	100%	0.00	0%
EE + 1	811.86	673.84	83%	138.02	17%
Family	1,196.42	957.14	80%	239.28	20%

Buy-Up

	Monthly Premium	City		Employee	
EE Only	415.06	335.42	81%	79.64	19%
EE + 1	1,004.62	673.84	67%	330.78	33%
Family	1,480.50	957.14	65%	523.26	35%

Based on current enrollment, this would increase the yearly cost to the City's cost to \$680,512, or an additional \$20,100.

Dental Insurance

The City provides a basic dental insurance benefit for employees, and allows employees to add dependents with the full cost being paid by the employee. The renewal for the current dental plan offered through Delta Dental came in with a 0% increase in total premium with no plan changes. Proposals from several carriers were reviewed, and it is recommended the City remain with Delta Dental due to its extensive network of participating dentists.

Option A:

The City continues to offer the dental benefit through Delta Dental of Kansas with a 0% increase in premiums with the same level of coverage. The cost structure would be as follows:

2006-2007 Proposed Dental Insurance Cost Structure - A

	Monthly Premium	City	Employee
EE Only	18.54	18.54	0.00
EE + 1	35.04	18.54	16.50
Family	64.58	18.54	46.05

Option B:

Based on a request from the Employee Benefits Committee, the City's benefit consultant investigated the possibility of providing an orthodontic benefit through the dental plan, something that is not offered through the current plan. Delta Dental has proposed a 'buy-up' option which would allow employees to purchase orthodontia coverage with the full cost of the buy-up being paid by the employee. The cost structure would be as follows:

2006-2007 Proposed Dental Insurance Cost

Structure - A

Base

	Monthly Premium	City	Employee
EE Only	18.54	18.54	0.00
EE + 1	35.04	18.54	16.50
Family	64.58	18.54	46.05

Buy-Up

	Monthly Premium	City	Employee
EE Only	20.39	18.54	1.85
EE + 1	37.49	18.54	18.95
Family	69.10	18.54	50.56

This option will not cause an overall increase in City cost due to the difference in premium of the 'Buy-Up' plan being paid 100% by the employee.

Vision

A limited vision benefit is currently provided through the United HealthCare which provides a bi-annual eye exam and no benefit for glasses or contact lenses. During the recent benefit study it was noted that other public entities provide vision benefits which cover annual eye exams and assistance with the purchase of glasses and contacts. The Employee Benefits Committee asked the City's benefits consultant to investigate vision coverage. After obtaining quotes from several providers, a plan by UHC/Spectera was recommended. The cost of this plan would be \$7.63/employee/month, and employees would be allowed to add spouses and children with the additional cost being paid 100% by the employee. The cost structure would be as follows:

2006-2007 Proposed Vision Insurance Cost

Structure

	Monthly Premium	City	Employee
EE Only	7.63	7.63	0.00
EE + Spouse	15.08	7.63	7.45
EE + Child(ren)	15.80	7.63	8.17
Family	24.80	7.63	17.17

The approximate total cost to the City for vision insurance would be \$9,156.00 for the 2006-2007 plan year.

Life Insurance

The City was presented with an option to change the life insurance it currently offers through The Standard to United Healthcare. Under the United Healthcare plan, the City would pay the same rates for the same level of coverage as it did in 2005-2006 and the City would receive a \$5.00 reduction per employee per month. When Standard learned that the City had received this option and The Standard reduced the cost of life insurance coverage with a one year rate guarantee from \$0.15 to \$0.13 per \$1,000 in coverage and accidental death and dismemberment coverage from \$0.04 to \$0.03 per \$1,000 in coverage to a cost structure as follows. This will result in an overall decrease in the cost of providing life insurance benefits to employees.

	Life		AD&D		Total Monthly Cost	
	<i>Level</i>	<i>Monthly Cost</i>	<i>Level</i>	<i>Monthly Cost</i>	<i>06-07</i>	<i>05-06</i>
Non-Commissioned	\$10,000	1.30	\$10,000	0.30	1.60	1.90
Commissioned	\$85,000	11.05	\$85,000	2.55	13.60	16.15

Long Term Disability Insurance

There was not a cost increase for the long-term disability insurance offered by the City through Lincoln Financial Group, formerly Jefferson Pilot.

Long Term Care Insurance

There was no cost increase for the long-term care insurance offered by the City through UnumProvident. This program provides a modest long-term-care benefit provided by the City, and allows employee to purchase additional coverage at the employee's cost.

2007 Budgetary Impact

In preparing the 2007 budget, a 20% increase in health insurance premiums was anticipated, along with smaller increases in the costs of providing other benefits. Based on the recommendations below, the cost to the City, to provide this comprehensive benefits package would be approximately \$826,400. This is within the amount budgeted for employee benefits in the 2007 budget.

Recommendation:

Staff recommends that the City Council authorize the following employee benefit plans for 2006-07:

1. Renewal of the current health insurance plan provided by United Healthcare with a 16.3% increase in premiums and increase the portion paid for the 'Family' coverage on HMO (Base) plan from 75% to 80% of the total premium. Under this plan, the City would pay 100% of the employee base premium, 83% of the employee +1 base premium, and 80% of the family base premium.

2. Renewal of the current 'base' dental insurance through Delta Dental, and offer employees the option to enroll in a 'buy-up' plan that would include a \$1,500 lifetime orthodontic benefit along with increased co-insurance percentages; the employee would be responsible for paying 100% of the cost of the "buy-up" plan.
3. The City offer vision insurance through UHC/Spectera at a cost of \$7.63/employee/month.
4. The City retain The Standard for Life and AD&D insurance coverage at the reduced rate and continue to pay 100% of the associated costs.
5. The current long term disability insurance plan provided by Lincoln Financial Group, with no change in premium.
6. The current long term care insurance plan provided by UnumProvident, with no change in premium.

Issue:

Should the City increase the maximum amount employees may contribute to the City's Section 125 Flexible Benefits Plan?

Background:

Employees are currently permitted to divert up to \$2,000 per year to a flexible benefits plan. These funds are contributed by the employee through payroll deductions and may be used for medical expenses not covered by the City's health insurance program, such as prescription and office visit co-pays, dental expenses, and over the counter medications.

The Employee Benefits Committee discussed increasing the maximum dollar amount for medical expenses from the current level of \$2,000 per plan year to \$2,600/year due to the increase in out-of-pocket expenses for both the health and dental insurances. During the 2005-2006 plan year, 32 employees participated in the plan, and five employees utilized the maximum amount allowable under the plan for medical expenses. If employees do not utilize funds diverted to this program during the allotted time period, the City retains the unspent funds. In the 2003-2004 plan years the City received \$329.90 for forfeitures and \$640.29 for the 2004-2005 plan year.

Under the Section 125 plan, employees have immediate access to funds at the beginning of the plan year, and contribute to the plan through bi-weekly payroll deductions. As such, increasing the maximum allowable contributions also increases the potential liability for the City if participants use all of the funds they have designated for the given plan year and terminate employment with the City before the fund is replenished through the employee's contributions. Various dollar amounts were discussed along with the increased liability to the City.

There was no discussion regarding the increase/decrease of dependent care expenses or adding other options that are permissible under the Section 125 plan.

Recommendation:

Recommend the City Council authorize the increase in the maximum allowable amount for medical expenses under its Section 125 plan to \$2,600 per plan year.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, July 17, 2006
7:30 p.m.**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **SPECIAL APPRECIATION TO VILLAGEFEST COMMITTEE**
- V. **PUBLIC PARTICIPATION**

VI. **CONSENT AGENDA**

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

By Staff:

- 1. Approve Regular Council Meeting Minutes – June 19, 2006
- 2. Approve the agreement with IBM and Choice Solutions LLC for the maintenance agreement on the Police Department's AS400 Server.
- 3. Approve the contract for 2006-07 with Animal Medical Center.
- 4. Approve the pledge agreement with the Federal Reserve Bank.
- 5. Approve disposal of the following City property:
 - Asset #908 – Compaq Armada 1500 C notebook computer
- 6. Authorize the Mayor to issue the following proclamation
"Childhood Cancer Awareness Week" August 13, 2006 through August 20, 2006
- 7. Approve 2007 fee of \$12.45 per month per household for city collection of solid waste and recyclable material.
- 8. Approve the annual retail advertising contract with the Kansas City Star.
- 9. Claims Ordinance 2628
- 10. Approve registration application – Kansas City, Missouri Earnings Tax Payroll Withholding
- 11. Ratify the Mayor's appointment of Marc Russell to the Board of Zoning Appeals and Planning Commission filling the seat vacated by Charles Clark with his election to the City Council with the term expiring in April 2008.
- 12. Authorize publication of notice of hearing for the 2007 budget in the amount of \$21,991,500.

VII. **COMMITTEE REPORTS**

Consultant Selection Committee – Ruth Hopkins

Consider Project 190860 – 2007 Paving Program Design – Consultant Fees

Consider Project 190862 – 2007 CARS Program, 75th Street (Nall Avenue to Mission Road) Design - Consultant Fees – Tom Trienens

Council Committee – David Belz

Consider Employee Benefit Plan for 2006-2007

Consider Increasing Section 125 Medical Expense Maximums

VillageFest Committee Report – Diana Ewy Sharp

Community Center Committee Report – David Belz

Environmental Recycle Committee – Charles Clark

VIII. **OLD BUSINESS**

Consider Mission Road – 75th Street to Somerset Drive – Replacement of Brick Pavers

- IX. NEW BUSINESS
- X. ANNOUNCEMENTS
- XI. ADJOURNMENT

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

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

Monday, July 17, 2006

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JUNE 19, 2006

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 19, 2006, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Council President David Belz called the meeting to order and roll call was taken with the following Council members present: Al Herrera, Bill Griffith, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Pat Daniels, Charles Clark and Diana Ewy Sharp.

Also present were: Barbara Vernon, City Administrator; Charles Wetzler, City Attorney; Charles Grover, Chief of Police; Bob Pryzby, Director of Public Works; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

PUBLIC PARTICIPATION

Margaret Thomas, 8401 Roe Avenue, Chair of the Environment/Recycle Committee addressed the Council regarding the installation of a streamside interpretive sign to be placed on the new Tomahawk Bridge. The committee has designated \$500 for the design of a three panel interpretive sign. The proposed sign has been reviewed by Patti Banks with PBA, who has done a number of similar signs. The estimated cost for PBA to customize a graphic design for Prairie Village and prepare a 24" x 36" sign with graphics that conform to National Park Service standard mounting frames is \$15,000. She distributed examples of other interpretative signs prepared by PBA.

Ms Thomas noted the \$15,000 does not include the purchase of the sign or its installation. The total cost for the sign is estimated to be \$5,000. The committee requests the City Council approve a resolution authorizing the Public Works Department to work with Mission Hills and decide on the best way to add

\$5000 to the cost of the new bridge to cover design and purchase of an interpretive sign.

Bob Pryzby noted the sign has not been discussed with the City of Mission Hills but they've agreed to include a structure similar to that found in Harmon Park identifying the Santa Fe Trail.

Al Herrera confirmed the location would be on the bridge looking north. He would support a joint venture with the City of Mission Hills, but not sure he could support a \$5000 expenditure totally funded by Prairie Village.

Ruth Hopkins questioned if a location in the park would be safer than on the bridge. Ms Thomas said that was considered but the bridge location provides a better view of the improvements.

Bill Griffith complimented Ms Thomas on the amount of information provided asked for clarification on an "interpretive sign". Ms Thomas responded an interpretive sign is a combination of photographs and text with in this case the text providing educational information on the role of streams.

Bill Griffith recommended this item be placed on the Council's agenda in July for discussion on the allocation of money in the 2007 budget. He feels this is an item that should be included in the city's budget. He asked if the sign would be needed before 2007. Mr. Pryzby responded construction would begin in December of 2006 and he felt the sign could be installed in 2007.

Laura Wassmer stated she felt this was a great idea, but noted there are no funds available in the 2007 budget and suggested this would be a park and recreation item. She supports seeking funding from the City of Mission Hills. She expressed concern with the Council approving items not funded in the budget.

Council President David Belz stated the specifics of this request could be discussed later in the meeting if desired by the Council and asked if anyone else wished to address the Council. Seeing none, public participation was closed.

CONSENT AGENDA

Al Herrera moved the approval of the Consent Agenda for Monday, June 19, 2006:

1. Approve Regular Council Meeting Minutes - May 15, 2006
2. Approve the disposal of the City property listed below:

Type	Asset Number
Dictaphone	01823
Dictaphone	01895
Dictaphone	01824
Compaq Server	01014
IBM AS/400	01925
HP 4P Printer	01897
IBM 4230 Printer	01202
3. Approve of the MOU with M.A.R.C. on the establishment of the Regional Communications System and Tactical Interoperable Communications Plan.
4. Approve the engineering services agreement from The Larkin Group, Inc., for a tree survey at a cost of \$2,300.00 using funds in the Public Works Operating Budget.
5. Approve the agreement with The Larkin Group, Inc. for \$2,500.00 to provide a topographic survey for Project 190637
6. Approve the contracts listed below for VillageFest 2006:

All Season Party & Tent Rental	Frame Tent and Platform	\$666.20
Gag Bag	Clowns and Magician	\$1,175.00
Joe Potter	Vocalist at 4 th of July Service	\$125.00
7. Approve the award of the Construction Contract for Project 190851: 2006 Paving Program to Miller Paving & Construction, LLC in the amount of \$897,530.70 and approve a transfer of \$110,000.00 from Capital Infrastructure Program Street Unallocated to Project 190851.
8. Approve the installation of two new school zone lights by Wildcat Concrete, Inc. for \$14,375 and approve a transfer of \$14,375.00 from Capital Infrastructure Program Street Unallocated to Project : 190853.
9. Adopt City Council Policy CP345 entitled "School Crossing Guards."
10. Adopt the following ordinances correcting inconsistencies in the Prairie Village Municipal Code: Ordinance 2124 amending Chapter VIII, Article 2; Ordinance 2125 amending Chapter VII, Article 8; Ordinance 2126 amending Chapter XI, Article 2; Ordinance 2127 amending Chapter XII, Section 12; Ordinance 2128 amending Chapter XIV by repealing sections 14-203, 14-216, 14-218 and 14-219 and Ordinance 2129 amending sections 14-210, 14-223, 14-225 and 14-304.

A roll call vote was taken with the following members voting "aye": Herrera, Griffith, Hopkins, Voysey, Kelly, Wang, Wassmer, Daniels, Clark and Ewy Sharp.

COMMITTEE REPORTS

Council Committee of the Whole

COU2006-13 Consider Council Policy establishing a Neighborhood Traffic Calming Policy

City staff and residents from Cherokee Drive neighborhood between 75th Street and Mission Road have spent the past several months researching ways for residents to address concerns with the effects of traffic in their neighborhood. The group has developed a Neighborhood Traffic Calming program consisting of

a Council Policy establishing a procedure by which residents could request traffic calming measures which are taken to address neighborhood traffic concerns. Mr. Herrera noted the proposed program is neighborhood driven.

On behalf of the Council Committee of the Whole, Al Herrera moved the City Council adopt Council Policy 441 entitled "Neighborhood Traffic Calming Program". The motion was seconded by Michael Kelly.

Andrew Wang stated this policy is necessary. He noted the work done with residents is a model of government and resident cooperation resulting in a good achievement for the entire city. However, Mr. Wang cautioned the Council on the open-endedness and the potential cost from year to year. He noted the policy is good in terms of its comprehensiveness; however, noted adding programs without planned funding is how budget deficits grow.

Al Herrera noted the recent article in the Kansas City Star on the proposed policy and expressed his support for the policy. He stressed to the Council that once the policy is adopted, the Council needs to hold its ground on the enforcement of the policy.

Bob Pryzby stated there are no funds budgeted for this program in 2007 and asked the Council how they would fund a solution coming out of the policy. He suggested that funds could be set aside in the Capital Infrastructure Program and any funds not used would rollover into the following year. He noted the funds would be limited so there would be a limit on how much could be done under the program. Mr. Pryzby suggested that \$20,000 to \$50,000 could be set aside for this program.

Bill Griffith stated although not called "traffic calming" the City has been doing this for years and does not feel there is a need for a policy or a budgeted line item for this program. It is the Council's responsibility to address these problems and does not feel institutionalizing the process makes any sense.

Andrew Wang stated the most important part of the program is the significant work required of the residents to make something happen. This policy requires a significant level of commitment on the part of residents with specifically set out steps that must be taken. He feels this makes the program stronger and better.

Michael Kelly said the most impressive part of the plan is that the power is centered in the area where there is a perceived problem and the residents work through an established process. He feels the program will grow and will enhance the livability of our neighborhoods and safety of our streets.

Laura Wassmer strongly opposed approving a program without funding as a disaster waiting to happen creating major problems and disappointment when residents appear before the Council with their requests and are told there isn't any funding available. She feels it is simpler to have traffic problems addressed by the traffic unit.

Diana Ewy Sharp stated the residents on Cherokee will be back and, if their street meets the criteria established, how will the Council fund the solution. She feels it makes sense to set aside funding if we approve the program. Ms Wassmer asked what funds do you set aside, noting the budget does not contain extra funds so you would need to take funds from another area. Mr. Griffith noted, although not referred to as "traffic calming" this has been done by the City in the past through the operating budgets of the public works and public safety departments. Diana asked what if funds are not available in the operating budgets. Mr. Griffith responded if Mr. Pryzby felt it was appropriate, he would support taking funds from the CIP.

Al Herrera stated he felt it would be a mistake not to move forward with the program.

Mr. Wang stated he would support the expenditure of funds on "traffic calming" if it was quantified by professional opinion that this is the only action that would work. David Belz confirmed the policy calls for a traffic engineering report at certain levels.

Bob Pryzby stated he felt a traffic engineer would be involved in any request coming to the Council for funding. He stated the current street paving budget contains \$2,000,000 and that funds could be reallocated from that budget for traffic calming with the funds being used for paving if not needed for traffic solutions.

Chief Grover stated traffic enforcement by officers does make a difference; however, there are situations where it will not make a difference and shared a

recent experience on Rosewood. Chief Grover noted drivers will drive the speed that they feel safe, regardless of the speed posted. He noted the areas he anticipates using this program are neighborhoods with cross traffic where traffic enforcement has not proven to be effective in changing behavior.

Pat Daniels supports having an objective process and established procedure for addressing these issues. He feels it is an appropriate way to address problems objectively.

Laura Wassmer stated she doesn't support giving up street improvements for this program. Mr. Pryzby stated \$50,000 would have a minimal impact on the street program.

Diana Ewy Sharp stated during her 9 years on Council the most frequent calls she gets from residents are regarding cars speeding on their streets. She feels this program provides an effective toolbox for residents to begin to address these issues.

Ms Wassmer responded she did not feel the Council could take action on this until they reach agreement on the use of fund balance and the level of fund balance to be maintained.

Al Herrera reminded the Council of their direction to Mr. Pryzby to work with the residents to find a solution. He has driven Cherokee and agrees with the residents that the speed at which cars travel on this street is dangerous. He feels the City has made a verbal commitment to the residents on Cherokee and the City needs to move forward with this program.

Ruth Hopkins called the question. Bill Griffith seconded. The motion to call the question was voted on and passed unanimously.

Council President David Belz called for a vote on the motion to approve the proposed council policy entitled "Traffic Calming Program". The following votes were cast: "aye" Herrera, Hopkins, Kelly, Wang, Daniels, Clark and Ewy Sharp; "nay" Griffith, Voysey and Wassmer. The motion was declared passed by a vote of 8 to 3.

Diane Ewy Sharp moved the City Council approve the allocation of \$40,000 in the 2007 budget for implementation of the traffic calming program. The motion was seconded by Charles Clark.

Andrew Wang stated if there is a problem documented by the research required by the program with a solution that needs funding, he has no problem with taking funds from the pavement program as he views the action as necessary for the protection of people.

Laura Wassmer doesn't feel that \$40,000 will even come close to covering the costs for this program. Charles Clark confirmed that \$40,000 would be all that would be available and funding over that amount would not be available. Mrs. Ewy Sharp noted that several of the solutions in the tool box were not costly to implement.

The motion was voted on and passed by a vote of 8 to 3 with Wassmer, Voysey and Griffith voting "nay".

Park & Recreation Committee

Consider 2007 Capital Infrastructure Program

Diana Ewy Sharp explained that during the budget presentation of the Capital Improvement Program, Mr. Pryzby presented a proposed budget of \$143,000. No questions or concerns were raised on the proposed expenditures. The park and recreation budget was prepared under the direction of the City Council to invest the parks portion of revenue from the alcohol tax in park improvements. This amount was projected to be \$80,000. The discrepancy of \$63,000 was not noted until the budget was being discussed at the Park & Recreation Committee.

On behalf of the Park & Recreation Committee, Diana Ewy Sharp moved the City Council increase the 2007 budget for Park Improvements from \$80,000 to \$143,000 to accomplish the following improvements:

Fall zone replacement	\$40,000
Half basketball court	10,000
Meadowlake Park Field Improvements	32,000
Park furnishings and play equipment	10,000
Swimming pool reserve	30,000
Parking lot resurfacing	<u>21,000</u>
Total	\$143,000

The motion was seconded by Ruth Hopkins.

Ruth Hopkins spoke in support of the motion noting she felt since no objections were raised during the presentation of the Park Improvement budget by Mr. Pryzby that it was the intention of the Council to totally fund the requested

amount. She did not feel it was made clear when the Park budget was being presented that the proposed capital improvement program would not be funded as requested.

Barbara Vernon stated no formal action was taken by the City Council on the Capital Improvement Presentation either approving or disapproving the requested amounts. The discrepancy in dollar amounts was not recognized in the final review of the budget by budget preparers.

Laura Wassmer stated the issue is not was or wasn't approved. She felt she was approving the \$143,000; but the issue that remains is that the 2007 budget does not include the \$63,000 necessary to cover the proposed improvements. Ms Wassmer pointed out this is another situation where the Council is not being consistent in its use of fund balance and strongly feels that a financial policy must be agreed upon and enforced.

The motion to increase the 2007 Park Improvements budget by \$63,000 was voted on and passed by a vote of 10 to 1 with Griffith voting "nay".

Diana Ewy Sharp announced the Park Committee has tentatively set Labor Day for the dedication ceremonies for Prairie and Schliffke Park.

Consultant Interview Report

Ruth Hopkins reported the consultant selection committee reviewed seven proposals for construction administration consulting services for both the 2006 Street Resurfacing and 2006 Storm Drainage Programs. The committee selected three firms for interviews. The committee recommends the contract for construction administration of both programs be awarded to Shafer, Kline & Warren in the amount of \$166,550.

Ruth Hopkins moved the City Council approve the agreement with Shafer, Kline & Warren in the amount of \$166,550 to provide Construction Administration Services for Project 190717: 6002 Storm Drainage Program and Project 190851: 2006 Street Resurfacing Program. The motion was seconded by Pat Davis. Bill Griffith announced he would be abstaining on this vote due to a professional conflict of interest. The motion passed by a vote of 10 to 0 with Mr. Griffith abstaining.

VillageFest

Diana Ewy Sharp distributed the schedule for the city's 2006 VillageFest celebration and thanked those Council members, the VillageFest Committee and the many volunteers who will be working the event. She encouraged all present to plan to attend.

OLD BUSINESS

Tomahawk Bridge

Ruth Hopkins asked Mr. Pryzby for an update on the Tomahawk Bridge Project, particularly the impact of construction on the holiday season shopping. Mr. Pryzby responded the City of Mission Hills is administering the Project; however, he been strongly involved in meetings and decisions relative to the project. Black & Veatch is developing the design. It is the intention not to have the bridge under construction during the holidays (Thanksgiving thru January 1). The City of Mission Hills is also concerned with the impact on holiday celebrations at the Indian Hills Country Club. The Club closes for the month of January and plans are to begin major construction at that time. However, Mr. Pryzby noted there may be work done on the bridge that does not affect traffic before January 1st. He also noted, the contractor does not have a staging area for the project and he has said they could use the parking area along the street that is owned by the City and is used for overflow parking by the church.

There will be improvements made on the street on the Prairie Village side of the bridge. The entire project is projected to take six to seven months to complete.

Code Report

Andrew Wang noted that after the presentation made during public participation at the last meeting Mr. Luther was directed to respond to the comments made by Mrs. Knoell from the city's perspective and asked if that information was available. Mr. Luther responded he is preparing a response. He noted it is not his intention to retry a case that has already been decided in municipal court. In response to the question of whether it was appropriate for Marcia Gradinger to write a ticket to Mr. Royer for code violations at his property,

after reviewing the case history and based on the city's policy, Ms Gradinger was within the realm of her duties to issue the ticket. Mr. Royer was afforded the same rights and opportunities as others with the court finding in favor of the City. Mr. Royer has not appealed the Municipal Court's ruling.

Andrew Wang stated he is not interested in conditions found and process followed or the court judgment. His concern is with the interactions that occurred and the way city staff approached the resident. He is more concerned with the statements made by the resident regarding how the case was handled from the issuance of the ticket to the court proceedings.

Diana Ewy Sharp stated she would prefer not to discuss this further until the Council receives Mr. Luther's report.

Interpretive Sign

Charles Clark asked that the interpretive sign issue discussed briefly during public participation be added to the next City Council agenda.

Budget

Barbara Vernon asked, based on the discussion by the Council, if council members wanted to have one more budget session prior to the July 17th meeting when the Council will be asked to authorize a public hearing on the budget as presented. Committee members stated another session was not necessary.

NEW BUSINESS

County Leadership Meeting

Ruth Hopkins reported on a recent county leadership meeting she attended where a prioritization of county needs was presented. Public Transportation was presented as a high priority for the county and a committee was formed to review the implementation of a public transit system in Johnson County with the understanding that the Mid America Regional Council was also studying this issue.

During the presentation of the report by the Committee Chairman John Segale, County Commissioner for the Second District, Mr. Segale stated the program would be funded with CARS funds with all available CARS funding going toward the transportation plan. Mrs. Hopkins advised Mr. Segale that she did not

feel such action would be well received by the Northeast Johnson County Area Cities. Other committee members told Mrs. Hopkins it was not their understanding that the project would be funded by CARS funds. Mr. Segale stated the cities could receive CARS funds for the construction of transit hubs in their cities.

Mrs. Hopkins stated the next step would be for the presentation of the report by the committee to Johnson County cities. She noted the funding discussed in the report is different than what was stated by Commissioner Segale.

Congratulations

Al Herrera expressed congratulations to the city's public safety and public works departments for their recent high rating on the independent study done by the Kansas City STAR on the efficiency of municipal government.

ANNOUNCEMENTS

Committee meetings scheduled for the next four weeks include:

Prairie Village Arts Council	06/21/2006	7:00 p.m.
VillageFest at Community Center	06/22/2006	7:00 p.m.
Environmental Recycle Committee	06/28/2006	7:00 p.m.
Council Committee of the Whole	07/03/2006	Canceled
Council	07/03/2006	Canceled
Board of Zoning Appeals	07/05/2006	6:30 p.m.
Planning Commission	07/05/2006	7:00 p.m.
Sister City Committee	07/10/2006	7:00 p.m.
Park & Recreation Committee (Weltner Park)	07/12/2006	7:00 p.m.
Police Pension Board	07/13/2006	4:00 p.m.
Council Committee of the Whole	07/17/2006	6:00 p.m.
Council	07/17/2006	7:30 p.m.

The Council meeting for July 3rd, 2006 has been canceled.

The Prairie Village Arts Council is pleased to feature an oils and illustration exhibit by Kevin Spykerman in the R.G. Endres Gallery during the month of June.

- June 22 - Swim team meet - pool complex closes at 5:00 p.m.
- June 24 - Swim Team meet - lap lanes may open late.
- June 27 - Dive Team meet - Slides and Diving well close at 5:00 p.m.
- June 29 - Swim Team meet - pool complex closes at 5:00 p.m.
- July 11 - Dive Team meet - Slides and Diving well close at 5:00 p.m.
- July 13 - Swim Team Meet - pool complex closes at 5:00 p.m.
- July 28 - Water show Rehearsal - lap lanes and adult pool close at 5 p.m.
- July 30 - Annual Water show at 8:30 p.m. - pool complex closes at 5 p.m.

Moonlight swims will be on June 23rd, July 14th and August 11th from 8:30 p.m. to 10:00 p.m.

City offices will be closed on July 4th in observance of the holiday. Deffenbaugh also observes this holiday and trash pickup will be delayed one day.

July 4th VillageFest 2006 - Free swim for all Prairie Village residents - pool complex closes at 6:00 p.m.

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

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 8:25 p.m.

Joyce Hagen Mundy
City Clerk

CONSENT AGENDA

CONSIDER A MASTER SERVICES AGREEMENT WITH IBM FOR THE DEPARTMENT'S AS400 COMPUTER SYSTEM

Issue:

Should the City of Prairie Village approve an agreement with IBM and Choice Solutions L.L.C. to support hardware and software products for the Department's AS400 computer?

Background:

In the mid 1990's, the Department elected New World software to run our computer aided dispatching (CAD) and record management systems (RMS). The best platform to run the software as efficiently and effectively as possible was the IBM AS400. In 2003, the Department upgraded to a larger AS400 server in an attempt to keep pace with the usage and storage volume of the system.

The AS400 requires the City enter into an agreement with IBM on an annual basis to assure the continued operation of the Department's CAD and RMS systems. The IBM standard contract has been approved by the City Attorney.

Funds for the agreement are provided in the 2006 Public Safety budget in 1-3-22-5240.

Recommendation:

STAFF RECOMMENDS THE APPROVAL OF THE AGREEMENT WITH IBM AND CHOICE SOLUTIONS L.L.C. FOR THE MAINTENANCE AGREEMENT ON THE DEPARTMENT'S AS400 SERVER



Master Services Attachment for ServiceElite

1. Scope of Services

IBM will provide you Services as described in this Attachment and, if applicable, its Statements of Work and Change Authorizations to support your hardware and software products (called "Eligible Machines," "Eligible Programs," and together "Eligible Products"). Services are available for Eligible Products normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

IBM will identify the Eligible Products, the Services that apply to them, and the Services transaction contract period in Schedules that reference this Attachment and any associated Statements of Work and Change Authorizations. Each Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Eligible Machine Services and Eligible Program Services contained in this Attachment and its Statements of Work and Change Authorizations apply only when you have contracted for an associated Eligible Machine maintenance Service or Eligible Program support Service as specified in a Schedule.

2. Sales through IBM and IBM Business Partners

You may acquire Services through IBM or an IBM Business Partner, or their designee, authorized to resell IBM Services. IBM Business Partners establish the price and general business terms at which they market the IBM Services to you and they will communicate these directly to you for all transactions they initiate with you. However, IBM establishes the terms of each Service IBM provides and our general business responsibilities associated with these Services. Therefore, IBM will provide the Services as described in this Attachment and its associated Statements of Work and Change Authorizations (and their Schedules).

Whenever IBM is required to provide notification to you or you are required to provide notification to IBM, each of us also agrees to notify the applicable IBM Business Partner if one is engaged in the transaction.

In the event that you have contracted through an IBM Business Partner that is no longer able to offer IBM Services, for any reason, IBM will so notify you in writing. You may continue to receive the Services by instructing IBM (in writing) to transfer administration of the Services to either 1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) that is approved to offer you IBM Services, or 2) IBM under a standard direct marketing relationship that enables IBM to generate charges and invoicing.

IBM is not responsible for 1) any actions of IBM Business Partners or their designees, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Attachment and its associated Statements of Work and Change Authorizations, 2) Schedules to this Attachment and its associated Statements of Work and Change Authorizations, 3) supplemental terms referenced in this Attachment and its associated Statements of Work and Change Authorizations, and 4) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below. Accordingly, in entering into this Attachment you acknowledge that you are not relying upon any representation made by or on behalf of IBM that is not fully and expressly set out in the documents specified above, such as the results of any Services. By signing below for our respective Enterprises, both of us agree to the terms of this Attachment without modification.

As used in this Attachment, "you" and "your" refer to the Enterprise identified below.

Agreed to:
CITY OF PR.

Agreed to:
International Business Machines Corporation

By _____

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise number:

Attachment number:

Enterprise address:

Agreement number:

POLICE DEPT
7710 MISSION RD
PRAIRIE VLG, KS 66208-4230

IBM address:
IBM CORPORATION
4111 NORTHSIDE PARKWAY
ATLANTA, GA 30327

3. IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Attachment or an associated Statement of Work or Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block above).

4. Your Responsibilities

When you contract for an applicable Service, you agree:

1. to provide IBM with an inventory in which you identify all Eligible Products to be covered at each Specified Location and to notify IBM whenever you wish to move, add, or delete Eligible Products at an existing Specified Location or set up new Specified Locations;
2. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
3. that when the Service includes IBM providing you with access to electronic diagnostic tools, information databases, or other Service delivery facilities, you will limit the use of these to only those who are authorized to use them under your control and only in support of Eligible Products and Services identified in Schedules;
4. to provide IBM with information it requests which is related to its provision of the Services to you and to notify IBM of any changes;
5. to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship;
6. to pay any communications charges associated with accessing these Services unless IBM specifies otherwise in writing; and
7. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise.

5. Automatic Inventory Increase for Machine and Software Maintenance Service

If specified as a selected option in the Schedule, IBM will automatically increase the inventory count and associated maintenance Services at Specified Locations per the terms set out below.

OPTION #1 - MACHINE MAINTENANCE SERVICES

IBM will automatically increase the inventory count and associated Machine maintenance Services whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period. IBM Machines specifically excluded from coverage at transaction contract period start will remain outside the scope of this Section unless you request IBM add them during the transaction contract period. However, all Eligible IBM Machines added to your inventory during the transaction contract period will be included in the inventory count and receive maintenance Services as set out in this Section.
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type at the Specified Location.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

If at any time either of us requests a review of the inventory count, each of us will provide reasonable cooperation to the other in updating the last formal inventory.

OPTION #2 - SOFTWARE MAINTENANCE SERVICES FOR AIX OPERATING SYSTEMS, OS/400, i5/OS, AND SELECTED PRODUCTS

IBM will automatically increase the inventory count and associated software maintenance Services whenever an Eligible Program licensed for use on an Eligible IBM Machine is added to the inventory. If the Program is covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence at the expiration date of that support period. If the Program is not covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence immediately and After License Fees may apply.

The software maintenance Services that apply for these Programs will be the same as that which you are receiving for all other copies of the Program licensed for use on Eligible IBM Machines of the same type at the Specified Location.

If at any time either of us requests a review of the inventory count, each of us will provide reasonable cooperation to the other in updating the last formal inventory.

6. Charges and Payment

For sales through IBM, your charges are calculated taking into account your Service selections, price protection option, payment option, and for prepayments, length of the prepay period. You agree to pay by electronic funds transfer to an account provided by IBM or other means as agreed by both of us.

FOR EACH TRANSACTION PACKAGE YOU MAY SELECT ONE OF THE FOLLOWING 3 PRICE PROTECTION OPTIONS. YOUR SELECTION WILL BE SPECIFIED IN THE SCHEDULE ASSOCIATED WITH THAT TRANSACTION PACKAGE.

OPTION #1 - PRICE PROTECTION DURING EACH TRANSACTION CONTRACT YEAR ONLY

IBM may revise charges. However, any rate increase will not take effect until the next yearly anniversary of the start of the transaction contract period. At the start of each transaction contract year, you will be invoiced at the charge rates that are then in effect and that invoice will serve as your notice of charge rate changes.

All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at the previous yearly anniversary of the start of the transaction contract period. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date.

OPTION #2 - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES

For the entire transaction contract period, charges for included Eligible Product configurations and Services will not increase. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date. You will receive the benefit of a decrease in applicable charges for amounts which become due on or after the effective date of the decrease.

OPTION #3 - PRICE PROTECTION FOR TRANSACTION CONTRACT PERIOD PREPAY

Since you have selected to prepay for the entire transaction contract period, you will not be subject to increases in charges (during that period) for included Eligible Product configurations and Services. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start with adjustment for the reduced prepay period. Eligible Products and Services that become generally available during the transaction contract period will be added subject to the charge rate that applied on their initial availability date with adjustment for the reduced prepay period. If you elect to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period), you must provide IBM written notification (at least one month prior to the start of the renewal period) and prepayment for the entire renewal period. Otherwise, charges for the renewal period will revert to a quarterly billing cycle under the terms set out for Option #1 above.

FOR EACH TRANSACTION PACKAGE THE FOLLOWING CHARGE ADJUSTMENT TERMS APPLY.

Total Services charges may be adjusted whenever:

1. a review of the inventory count indicates a change from the last accounting; or
2. a Specified Location, Eligible Machine type, or Service is added, deleted, or changed.

For all Service charges based on usage, upon IBM's request you will immediately provide IBM with the actual meter reading recording the actual usage.

For sales through IBM Business Partners, your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for IBM's provision of some additional services, e.g., Service upgrades. These actions or additional services are identified in this Attachment and its associated Statements of Work and Change Authorizations with an asterisk (*). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge or may be entitled to a credit or refund. You will make payment directly to your IBM Business Partner.

IBM may charge you directly for certain expenses IBM incurs in performance of a Service for you (e.g. actual travel and living expenses, out-of-pocket expenses). IBM will not incur these expenses without your prior approval.

7. Renewal and Termination

IBM will automatically renew Services unless you or your IBM Business Partner request otherwise. For each transaction the Schedule will specify the number of years (0 or greater) in the Renewal Contract Period. Whenever this number is greater than 0, IBM will renew the applicable Services at the end of the transaction contract period for the number of years specified. Thereafter, IBM will automatically renew the Services for same length periods unless you or your IBM Business Partner notify IBM in advance of your desire to change the length of the renewal. You, your IBM Business Partner, or IBM can select not to renew by providing written notification (at least one month prior to the end of the current transaction contract period) to the others of its decision not to renew. Nonrenewal notification sent to you by IBM or received by IBM from either you or your IBM Business Partner will result in IBM ceasing to provide you the applicable Services at the end of the current transaction contract period.

In case of renewals, charges are recalculated at the start of each renewal period. For sales through IBM, the new charges will be based on the length of the Renewal Contract Period and then current charges associated with your contracted a) Services, b) price protection option, and c) payment option.

One of the following termination provisions will apply based on the length of the transaction contract period specified in the Schedule.

PROVISION #1 - ONE YEAR TRANSACTION CONTRACT PERIOD

You may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. You may also terminate Services by providing IBM one month's written notice, after the Services have been under contract for at least one year. You will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision.*

PROVISION #2 - MULTI-YEAR TRANSACTION CONTRACT PERIOD

103

You have committed to continue Services for the entire transaction contract period. However, you may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing IBM one month's written notice, after the Services have been under contract for at least one year, and paying an adjustment fee equal to _(****)_ months' charges.*

***** NUMBER OF MONTHS EQUAL TO NUMBER OF YEARS IN THE TRANSACTION CONTRACT PERIOD. FOR EXAMPLE, "3" MONTHS IF THE TRANSACTION CONTRACT PERIOD IS 3 YEARS.**

After allowing for applicable adjustments, you will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision.*

8. Services

Warranty Service Upgrade

For certain Eligible Machines, you may select a Service upgrade from the standard type of warranty Service for the Machine. IBM provides Service for Machines as described in our Agreement but charges for the upgrade in type of Service during the warranty period.

You may not terminate the Service upgrade or transfer it to another Machine during the warranty period. When the warranty period ends, the Machine will become part of your standard inventory count and will convert to maintenance Service at the same type of Service you selected for warranty Service upgrade.

Maintenance of IBM Machines

IBM will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

Maintenance of Non-IBM Machines

IBM will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule. Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model. You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request.

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer. Repair parts will be functionally equivalent to those replaced. They may be new or used and may have been manufactured by other than the original manufacturer. You may request that IBM use repair parts manufactured by the original manufacturer when these are available, but there may be an additional charge for these parts.*

IBM's support does not cover:

1. Machine installation, engineering change activity, or preventive maintenance;
2. correction of date related errors. IBM will make the final determination of whether a date related error is the source of the problem;
3. service of microcode or firmware;
4. service of features, parts, or devices not supplied by either a) the Machine's original manufacturer or b) IBM during the performance of this Service;
5. service for accessories, supply items, and certain parts, such as batteries, frames, and covers;
6. service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
7. service of a Machine with removed or altered Machine or parts identification labels;
8. failures caused by a product for which IBM is not responsible; or
9. service of Machine alterations.

Upon written notice, IBM may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support.

Eligible non-IBM Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service. If the Machine is not in an acceptable condition for Service, IBM will notify you and terminate coverage.

You agree to provide IBM one month's written notice prior to terminating coverage for a Machine being permanently removed from productive use within your Enterprise.

IBM Software Maintenance for OS/400, i5/OS and Selected Products

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

General:

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during normal business hours (normal business hours are 8 a.m. to 5 p.m. in the local time zone where you receive this Service, Monday through Friday, excluding national holidays). This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 (every day of the year) all severity option is available at extra charge.* During normal business hours, IBM's response time objective is two hours for voice and electronic problem submissions. For voice problem submissions during other than normal business hours, IBM's response time objective for critical problems (Severity 1) is two hours and if you select the 24x7 all severity option, four hours for non-critical problems. For electronic problem submissions during other than normal business hours, IBM's response time objective is within two hours of the start of normal business hours on the next business day. IBM's initial response (either voice or electronic) may result in resolution of your problem or it will form the basis for determining what additional actions may be required to achieve technical resolution of your problem. IBM is not responsible for delays in electronic response delivery caused by systems and network problems.

4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

Eligible Programs: Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

Software Maintenance After License Fee: The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

IBM Software Maintenance for AIX Operating Systems

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

General:

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during normal business hours (normal business hours are 8 a.m. to 5 p.m. in the local time zone where you receive this Service, Monday through Friday, excluding national holidays). This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 (every day of the year) all severity option is available at extra charge.* During normal business hours, IBM's response time objective is two hours for voice and electronic problem submissions. For voice problem submissions during other than normal business hours, IBM's response time objective for critical problems (Severity 1) is two hours and if you select the 24x7 all severity option, four hours for non-critical problems. For electronic problem submissions during other than normal business hours, IBM's response time objective is within two hours of the start of normal business hours on the next business day. IBM's initial response (either voice or electronic) may result in resolution of your problem or it will form the basis for determining what additional actions may be required to achieve technical resolution of your problem. IBM is not responsible for delays in electronic response delivery caused by systems and network problems.
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

Eligible Programs: Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

Software Maintenance After License Fee: The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

CONSENT AGENDA

AMC CONTRACT RENEWAL

Issue:

Should the City of Prairie Village renew the annual contract with the Animal Medical Center?

Background:

The renewal period is from May 1, 2006, through April 30, 2007. City Attorney Charles Wetzler has reviewed and approved this contract in the past. The wording is the same, with the only difference being changes in the contract dates and the monthly fee is now \$1,312.50 per month, and from \$32 to \$36.75 for each disposal of small animals.

Recommendation:

STAFF RECOMMENDS THE APPROVAL OF THE CONTRACT FOR 2006-07 WITH THE ANIMAL MEDICAL CENTER AND THAT MAYOR SHAFFER SIGN THE CONTRACT.

CONTRACT FOR PROFESSIONAL ANIMAL CARE SERVICES

This Agreement is entered into this 1ST day of May, 2006, by and between the City of Prairie Village, Kansas, hereafter referred to as the City, and the Animal Medical Center & Associates, P.C., 204 West 75th Street, Kansas City, Missouri, a professional veterinary medicine organization owned by Jarvis E. Williams, DVM, hereafter referred to as AMC.

I. SCOPE OF SERVICES

1. That all services required by the City, in the care, custody and confinement of all domestic and/or wild animals which would normally be the financial responsibility of the City, shall be provided by AMC for the total sum of One Thousand, Three Hundred and Twelve and 50/100 Dollars (\$1,312.50) per month. That the services offered by the AMC shall be, but not limited to:
 - A. Maintain an animal receiving center seven (7) days per week, twenty-four (24) hours per day to receive any and all domestic animals and wild animals which are in the custody of the City.
 - B. Provide emergency veterinary medical treatment during normal office hours for those animals under control of the City, that are injured or sick
 - C. Provide rabies observation for UNCLAIMED animals for a minimum of ten (10) days.
 - D. Stray canines and felines, unclaimed, shall be kept a minimum of ten (10) days, at which time the City, shall release them to the AMC for adoptions or euthanizations, as AMC deems necessary and proper. AMC agrees that no animal shall be sold for the purpose of research and that all animals adopted under this program will ordinarily only be made available to individuals as companion animals. Monthly fees shall include, but not be limited to, examination, defleaing and fecal exam for parasites, and worming as deemed necessary by AMC.
2. AMC agrees to accept from the City, any and all dead small animals (under ten (10) pounds each) other than canines and felines presented for disposal. AMC shall dispose of said animals properly, either by incineration or other appropriate means. In consideration for this service, the City, shall pay the AMC the amount of One Hundred Fifteen and 50/100 Dollars (\$115.50) per month.
3. This Contract Agreement shall authorize AMC, the Police Department, and the City, to establish rules and procedures between all parties concerned to ensure that proper attempts are made to identify the owner of any domestic animal under control of the city. AMC is authorized to bill directly to the owners of said animals appropriate medical costs. The City will reimburse AMC for emergency medical care rendered to unclaimed animals, not to exceed One Hundred Thirty-Five and no/100 Dollars (\$135.00) per animal.
4. AMC agrees to hold any animal under confinement by the City, whose owner is known, until such time as a release order is received from the City. Should the period of confinement exceed ten (10) days, AMC shall bill the City the sum of Ten and no/100 Dollars (\$10.00) PER DAY for boarding of this animal. Should additional EMERGENCY services be rendered to this animal, AMC is authorized to bill directly to the owner of said animal appropriate medical costs. The City shall guarantee payment by the owner to a maximum of One Hundred Thirty-Five and no/100 Dollars (\$135.00) per incident. Should

additional NON-EMERGENCY services become required, they shall be provided upon agreement and payment directly from the owner. The City shall have no liability with respect to additional NON-EMERGENCY services unless the City agrees to such charges under separate agreement in advance.

5. The City, desires that injured or sick animals located or taken into custody within the City, when an owner cannot be identified or contracted, receive humane treatment. AMC, acting as an agent of the City under contract, is authorized to receive such animals from Animal Control or Police Officers and make a medical examination to determine if treatment is needed and treat such animals if practical. AMC may bill the City, the maximum amount of One Hundred Thirty-Five and no/100 Dollars (\$135.00) for said treatment if the legal owner cannot be established, and approval for such treatment is received from an authorized City official. AMC, following standard veterinarian practices, is also authorized to determine that treatment is not warranted and may euthanize said animal to end unnecessary pain and suffering.
6. The City, agrees to pay the AMC the sum of Thirty-six and 75/100 Dollars (\$36.75) per animal for each canine or feline disposed of under this contract, whether accepted for disposal or euthanized any time during or after the ten (10) day impound period.
7. Animal Control Officers or Police Officers bringing in an animal to AMC agrees to:
 - A. Scan the animal for a microchip.
 - B. Put an E-Jay band around the neck of the animal with the Impound number and City written on it.
 - C. Put the animal in the appropriate location (cage, freezer, etc.).

II. SERVICE FEES

In consideration of the above provisions, the City, shall pay to the AMC the amount of One Thousand, Three Hundred and Twelve and 50/100 Dollars (\$1,312.50) per month for the fixed services in this agreement. The City shall also pay to AMC a per animal disposal fee of Thirty-six and 75/100 Dollars (\$36.75) per animal for the proper disposal of all canines and felines, as provided herein, and Ten and no/100 Dollars (\$10.00) per day for boarding of animals being confined by the City for a period exceeding ten (10) days, as provided in Section I, Paragraph 4.

III. SPECIAL PROVISIONS

The City acknowledges that the AMC will make available for purchase to the City, controlled substances for the City" use in tranquilizing and euthanizing animals. The City will hold the AMC harmless from any and all claims of injury or damage of any nature resulting from the City's use, storage or transportation of the controlled substances.

The AMC affirms that the work performed is as an independent agent and hereby accepts responsibility for any death or injury of any employee of the AMC while in performance of service under the terms of this Agreement and holds the City harmless.

The AMC further agrees to defend, indemnify and hold the City harmless from any and all claims of injury or damage of any nature resulting from their error, omission or negligent act of the AMC. Likewise, the City agrees to defend, indemnify and hold the AMC harmless from any and all claims of injury or damage of any nature resulting in error, omission or negligent act of the part of the City.

Either party may terminate this agreement by giving sixty (60) days written notice prior to the time of termination. This contract shall be effective and be in force from May 1, 2006, through April 30,

~~2006~~ *TWIS*
2007

ANIMAL MEDICAL CENTER

CITY OF PRAIRIE VILLAGE, KANSAS

BY: *Jeri R. Vogel*

BY: _____

TITLE: *Business Manager*

TITLE: _____

DATE: *05/05/06*

DATE: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

**CONSIDER FOR CONSENT AGENDA
PLEDGEE AGREEMENT FORM – FEDERAL RESERVE BANK**

BACKGROUND

Securities pledged by depository banks as collateral for City deposits are kept in the City's account at the Federal Reserve Bank. The Federal Reserve Bank requires the City to designate individuals who are authorized to handle this account. The attached form updates the list to include the new Finance Director, Karen Kindle.

RECOMMENDATION

Approve the pledgee agreement.

Pledge Agreement Form

To: Federal Reserve Bank of Boston
PO Box 55882
Boston, MA 02205
Attn: Joint Custody

Tel: 800-327-0147, #1
Fax: 877-973-8972

Date: _____

We, the City of Prairie Village, KS agree to the terms of **Appendix C** of your *Operating Circular 7*, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated J2BJ. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):



NO (Instructions required for each withdrawal)



YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See *Operating Circular 7, Appendix C, Section 4.3.*)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):



Three-party call-back



Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: 913-385-4601

Print Name: Barbara Vernon Title: City Administrator

Fax: 913-381-7755

Signature: Barbara Vernon Date: 6/21/06

Telephone: 913-381-6464, Ext. 4213

Print Name: Karen Kindle Title: Finance Director

Fax: 913-381-7755

Signature: Karen P. Kindle Date: 6/21/06

Telephone: 913-381-6464, Ext. 4616

Print Name: Joyce Hagen Mundy Title: City Clerk

Fax: 913-381-7755

Signature: Joyce Hagen Mundy Date: 6/21/06

Pledgee Agreement
(page 2 of 2)

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

City of Prairie Village, Kansas

Name of governmental unit

7900 Mission Rd.

Street Address or P.O Box Number

Prairie Village, KS 66208

City, State, Zip Code

Official Signature/ Date

Printed Name and Title

Notary

State of _____

County of _____

On this ____ day of _____, 200_ before me personally appeared

_____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that

he/she resides at _____, in the City of _____, in the

State of _____, that he/she is the _____ [Title] of

_____ and that he/she executed this document on behalf of


_____ before me.

(Signature of Notary)

(Print name of Notary)

My commission expires on _____ [Date]

CITY OF PRAIRIE VILLAGE

TO: MAYOR & CITY COUNCIL
FROM: DOUG LUTHER 
SUBJECT: REMOVAL OF FIXED ASSET
DATE: 7/3/2006
CC:

Staff is requesting approval to remove the following piece of equipment from the City's fixed asset inventory:

- Asset #908 - Compaq Armada 1500C notebook computer

This computer was initially used in the Public Works Department and has been taken out of service.

This item has been placed on the 17 July, 2006 Consent Agenda for your consideration.

CITY OF PRAIRIE VILLAGE

Childhood Cancer Awareness Week

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among children in the United States. This tragic disease is detected in more than 12,500 of our nation's young people each and every year; and

WHEREAS, founded thirteen years ago by Steven A. Firestein, a descendent of cosmetics magnate Max Factor, the American Cancer Fund for Children, Inc. and sister organization, Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Via Christi Regional Medical Center's Department of Pediatric Hematology/Oncology and Wesley Medical Center's Department of Pediatric Hematology/Oncology in Wichita, as well as participation hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, through its uniquely sensitive and comforting Magical Caps for Kids program, the American Cancer Fund for Children and Kids Cancer Connection distributes thousands of beautifully handmade caps and decorated baseball caps to children who want to protect their heads following the trauma of chemotherapy, surgery and/or radiation treatments; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor nationwide Courageous Kid Recognition Award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, I Ronald L. Shaffer, Mayor of City of Prairie Village, Kansas, do hereby proclaim August 13, 2006 through August 20, 2006 as

CHILDHOOD CANCER AWARENESS WEEK

"Alone we can do so little; together we can do so much"

Mayor Ronald L. Shaffer

City Clerk

Date

CONSIDER FEE FOR COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS IN 2007

Issue: Establishment of fee for 2007 collection services

Background:

Since 1976 the City has provided collection of solid waste for residences in the City. Although some Homes Associations elect to provide their own service, those that do not are included in the City's service. For the past several years this service has been provided to more than 8000 of the 9000 homes in the City.

Because all homes are not served by the City, direct costs for the program are charged to participants through a special assessment on property tax statements. This fee has been \$12.24 per month per household for the past three years. The revenue from these fees, permits for providers and interest earnings are recorded in a special revenue fund.


This year the service provider increased the rate for 2007 by 7%. Because interest earnings have gradually increased for the past two years, the fund balance in that special fund has increased more than anticipated. In order to cover costs for the service, the City can use some fund balance to cover a portion of the increase. The fee increase to consumers can be limited to a 2% increase, the fee for 2007 will be \$12.45.

In previous years the policy has been to use interest and permit earnings to partially defray cost of the service. If this \$12.45 fee is approved by Council, there will be an adequate fund balance at yearend 2007.

Recommendation:

**APPROVE 2007 FEE OF \$12.45 PER MONTH PER HOUSEHOLD FOR CITY COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIAL
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

CITY OF PRAIRIE VILLAGE

TO: MAYOR & CITY COUNCIL
FROM: DOUG LUTHER 
SUBJECT: ADVERTISING AGREEMENT WITH KC STAR
DATE: 6/21/2006
CC:

Due to new advertising/billing procedures at the *Kansas City Star*, advertisers are being required to guarantee minimum investment levels to receive discounted ad rates.

The minimum investment level at which the City can receive a discount is \$1,500. This level allows the City to receive a 45% discount from the *Star's* standard rates. On an annual basis, the City spends over \$1,500 in advertising with the *Kansas City Star*, so the budget impact of this agreement is minimal.

This agreement has been reviewed and approved by the City Attorney, and has been placed on the 17 July, 2006 Consent Agenda for your consideration.

The Kansas City Star

Annual Retail Advertising Contract

This contract is made this 15 day of June, 2006 by and between The Kansas City Star, and The City of Prairie Village. In consideration of the rates associated with the Annual Investment Level and Contract Programs chosen below, The City of Prairie Village (Advertiser) agrees to purchase and pay for advertising and other products/services from The Kansas City Star (Publisher) in accordance with the terms and conditions listed on the reverse side of this contract, in the Rate Cards, all as now in effect or as amended at any time.

Annual Investment Level: \$ 1500.00

Flex Program: Yes # Weeks X No

Flex Plan Section:

Effective Date June 24, 2006 Expiration Date: June 23, 2007

Primary Account Number # 048-591-001

Is this an umbrella contract? X No Yes. List additional account numbers

Current Credit Application attached? Yes No X

Publisher

Printed Name of Publishers Sales Representative & Territory Number

Accepted by:

Signature of Publisher's Sales Representative

Signature of Publisher's Sales Manager

Signature of Publisher's Finance Representative

Advertiser

Advertiser (Name of Business)

Printed Name of Authorized Representative Title

Signature of Authorized Representative Date

Phone e-mail address

Business Address: _____

City State Zip

Agency

Agency Billing Address _____

City State Zip

Entered by _____ Date _____

Annual Retail Advertising Contract Terms

If, as of the Expiration Date, Advertisers net billings do not equal or exceed the Annual Investment Level and/or Advertiser does not meet the Contract Program requirements, then Advertiser agrees to additionally pay Publisher the Short Rate amount ("Short Rate" amount means the difference between Advertisers Net Billings and the amount Advertiser's Net Billings would have been had the products/ Services purchased been billed at the rates applicable to the Annual Investment Level Advertiser actually achieved.) If Advertisers net billings exceed Investment Level beyond the subsequent contract levels Publisher agrees to rebate Advertiser up one (1) Investment Level on the Rate Card. Rebate will be issued in the form of Advertising credit to be used for future Kansas City Star product or service.

Unless sooner terminated pursuant to this Contract, the term hereof ("Term") shall be the one-year period beginning on the Effective Date. Advertiser agrees to pay the publisher at Publisher's Open rate for all advertising thereafter (except advertising ordered under a subsequent written contract between Advertiser and Publisher).

Publisher may revise its terms and conditions, Rate Cards or other requirements at any time upon 30 days written notice to Advertiser and the Advertiser may cancel this contract at any time new rates are made effective by giving written notice to the company fifteen (15) days prior to the effective date of the rate adjustment. If the contract is cancelled by the advertiser as provided in this paragraph, all space run during the current period of the contract will be billed at the earned rate.

Advertiser agrees to indemnify Publisher against any and all liabilities and expenses including payment of judgments, attorney's fees and costs, arising from any and all claims involving the contents of advertisements published pursuant to this contract.

Advertiser and Publisher agree that any contractual disagreement shall be governed by the laws of the state of Missouri and any litigation arising out of this agreement shall be in Jackson County, Missouri.

The content, format and location of all advertising are subject to the approval of the Publisher. Publisher reserves the right to edit, classify or reject any part or all advertising determined in Publisher's sole discretion not to be in the best interest of the Publisher. ADVERTISER EXPRESSLY WAIVES AND RELEASES PUBLISHER FROM ANY AND ALL LIABILITY FOR INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS OR BUSINESS)

Unless credit approval has been granted all advertising is pre-pay. Invoices are due and payable within 30 days of invoice date. Delinquent accounts are subject to suspension of credit privileges without notice; suspension or cancellation of advertising, products and/or services; or termination of this contract. Advertiser agrees to indemnify Publisher for all expenses incurred in connection with the collection of amounts payable under this contract, including collection fees, attorney's fees and court costs.

This contract may not be assigned or transferred by Advertiser.

This contract contains the entire agreement between Advertiser and Publisher and may not be modified except in writing signed by both parties hereto.

RETAIL

Brighter.

Bolder.

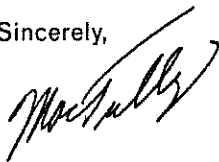
Better.

RATES

This year is the most exciting year in the modern history of The Kansas City Star. We are proud to be leading the way in the redevelopment of Kansas City's downtown with our state-of-the-art press facility. Now we're ready to "start the presses" - and begin publishing a new Star with the sharpest color and clarity available in the newspaper industry today. We also are excited to announce, effective May 15th, a new rate structure that will give you the opportunity to increase your frequency more affordably than ever to deliver more results. Your account executive is eager to discuss the new rate structure with you and help you build a solid marketing plan.

I want to thank you for your business. All of us at The Star understand that when you are successful, we are successful. That's why we have made this significant investment to improve our newspaper - and to insure that you continue to receive a greater return on your investment with us.

Sincerely,



Mac Tully
 Publisher
 The Kansas City Star

CONTENTS

Investment Levels	3
Color	3
Paid Position	3
Repeat Ad Program	4
Full Run Advertising	5
House & Home.....	8
Food & Beverage	9
Neighborhood News.....	10
Star Magazine.....	12
Sunday Products.....	14
Monthly Products	15
Specialty Products	16
Inserts	18
Advertising Production.....	24
Advertising Photography.....	25
Policy & Contracts	26

RETAIL ROP RATES

Use the enclosed rates for full run ROP (Run of Press) products of The Kansas City Star, if you have a local storefront presence and have not been established as a national or classified rate category.

Investment levels indicate an annual investment in Kansas City Star products and services. An advertiser has 12 months to fulfill the Investment agreement. Advertisers on ROP Investment Level contracts

may run in other part run or zoned editions of The Star without signing a separate agreement. The following products and services count toward Investment level fulfillment:

- | | | | | |
|--|---------------------|------------------------|--------------------------------|---------------------------------------|
| • ROP | • Neighborhood News | • Poly-bags | • Star Direct (except postage) | • Ad Services and photography charges |
| • Star magazine | • Star Savings | • Grand Communications | • Shop Local | |
| • Inserts (pre-print and P&D & overruns) | • KC Clips | • KansasCity.com | • Research | |
| | • Star Notes | • Special Sections | | |

The following products do NOT count toward revenue contract fulfillment:

- | | | |
|-------------------------|--|-----------------------------|
| • Promotional space | • Sponsored Copies and related printing (Kraft Wrap) | • Commercial Print |
| • On-line Auction | | • Suburban Property Revenue |
| • Postage (Star Direct) | | |

INVESTMENT LEVELS

E	\$1,500
	\$3,000
	\$6,000
	\$9,000
	\$12,000

D	\$16,000
	\$21,000
	\$28,000
	\$37,000

C	\$47,000
	\$59,000
	\$74,000
	\$90,000

B	\$120,000
	\$160,000
	\$200,000
	\$250,000

A	\$320,000
	\$400,000
	\$500,000
	\$650,000+

color

Color rates are available 7 days per week. Color advertisement deadlines are advanced 24 hours. Color rates are charged as a percentage of space. Spot color to full color carry the same rate.

AD SIZE	COLOR CHARGES (as percent of space)
Under Qtr Page (29.75" or fewer)	40%
Qtr Page plus (30 - 59.75")	34%
Half Page plus (60-119.75")	27%
Full page (120")	21%
Minimum color charge	\$599
Maximum color charge	\$2,599

paid position

Advertisers who request and receive preferred position in Section A will be charged the following additional per-inch premium.

A preferred-position of \$17.50 per column inch will be charged for page 3 of any full-run section other than "A".

All positions are subject to availability and are sold only for a specific page. No guarantees are made for position on a certain page.

PAGE OR SECTION	PER COL INCH
Page 3 Monday - Saturday	\$19.25
Page 4 or 5 Monday-Saturday	\$17.50
Page 6 or 7 Monday-Saturday	\$17.25
Page 8 or 9 Monday-Saturday	\$16.00

Also, there is no guarantee that competitive advertisers or merchandise will not appear on the same page or facing page.

No positions are sold or assigned on a permanent basis, and all positions assignments are reviewed quarterly. In an emergency, The Star reserves the right

to change previously agreed-upon positions. Should this happen, the premium charge will be for the page placement received.

The Star attempts to maintain fairness to all advertisers within the constraints of space and deadline limitations. Advertisers' volume and

consistency are considered, though not exclusively, when assigning positions.

Preferred-position requests should be directed to the Page and Section Layout Department and followed up with written confirmation to avoid any miscommunication.

REPEAT AD PROGRAM

Our Repeat Ad Program allows contract Advertisers to stretch their advertising investment to get the most frequency possible. All ads must be run in a 7-day period, ordered at one

time, no size changes. Minimal copy changes relating to dates only. Six inch minimum ad size. Any Repeat Ad schedule with A Section as a component will have the entire schedule billed at A Section rate.

	Investment Level	A Section or Star Business Weekly	All other sections	Color Charge (% space)
Action Ads (4x-7x in 7 days including Sunday)	E	\$79	\$60	30%
	D	\$76	\$58	
	C	\$73	\$55	
	B	\$70	\$54	
	A	\$68	\$53	
Sunday Triple Play Sunday + 2 Daily Ads (3x in 7 days)	E	\$97	\$78	35%
	D	\$93	\$75	
	C	\$90	\$71	
	B	\$86	\$68	
	A	\$83	\$66	
Daily Triple Play (3x in 7 days No Sunday)	E	\$69	\$49	35%
	D	\$66	\$47	
	C	\$64	\$45	
	B	\$61	\$44	
	A	\$60	\$43	
Sunday Pickup (2x in 7 days Sunday & Daily)	E	\$114	\$88	45%
	D	\$109	\$84	
	C	\$106	\$80	
	B	\$101	\$77	
	A	\$98	\$75	
Daily Pickup (2x in 7 days No Sunday)	E	\$90	\$67	45%
	D	\$87	\$65	
	C	\$84	\$63	
	B	\$81	\$60	
	A	\$79	\$58	

Color must be purchased for all ads in the schedule. Color minimums not applicable.

FULL RUN ADVERTISING

Flex Programs

The flex program allows you maximum flexibility to choose the best weeks to run your ads this year. Graduating weeks require different annual investment levels. To qualify, advertisers must run at least one insertion per week for the contracted number of weeks. Weeks can be non-consecutive. Advertiser must choose to enroll in this program.

			daily section flex plan							
Number of weeks	Minimum Ad-size	Minimum Investment	A Section or Star Business Weekly				Sports			
			Mon Tues	Wed Thurs	Fri Sat	Sun day	Mon Tues	Wed Thurs	Fri Sat	Sun day
4	4in	\$1,500	\$100	\$108	\$115	\$156	\$77	\$84	\$90	\$118
6	6in	\$6,000	\$99	\$105	\$113	\$153	\$75	\$82	\$88	\$115
13	8in	\$12,000	\$97	\$103	\$111	\$149	\$73	\$80	\$86	\$113
18	9in	\$21,000	\$95	\$101	\$109	\$146	\$71	\$78	\$84	\$110
26	10in	\$37,000	\$93	\$99	\$107	\$142	\$69	\$76	\$82	\$108
52	12in	\$59,000	\$91	\$97	\$105	\$139	\$67	\$74	\$80	\$105

investment level			single insertion rates							
			A Section or Star Business Weekly				Sports			
			Mon Tues	Wed Thurs	Fri Sat	Sun day	Mon Tues	Wed Thurs	Fri Sat	Sun day
E	Open		\$140	\$150	\$154	\$237	\$111	\$119	\$120	\$180
	\$1,500		\$112	\$120	\$127	\$180	\$88	\$94	\$99	\$136
	\$3,000		\$109	\$117	\$125	\$175	\$86	\$92	\$98	\$132
	\$6,000		\$108	\$114	\$122	\$170	\$84	\$91	\$97	\$129
	\$9,000		\$107	\$113	\$121	\$167	\$83	\$90	\$96	\$127
D	\$12,000		\$106	\$112	\$120	\$165	\$82	\$89	\$95	\$125
	\$16,000		\$105	\$111	\$119	\$163	\$81	\$88	\$94	\$124
	\$21,000		\$104	\$110	\$118	\$162	\$80	\$87	\$93	\$122
	\$28,000		\$103	\$110	\$117	\$160	\$79	\$86	\$92	\$121
	\$37,000		\$102	\$109	\$116	\$158	\$78	\$85	\$91	\$119
C	\$47,000		\$100	\$108	\$115	\$156	\$77	\$84	\$90	\$118
	\$59,000		\$99	\$106	\$114	\$154	\$76	\$83	\$89	\$117
	\$74,000		\$99	\$105	\$113	\$153	\$75	\$82	\$88	\$115
	\$90,000		\$98	\$104	\$112	\$151	\$74	\$81	\$87	\$114
	B	\$120,000		\$97	\$103	\$111	\$149	\$73	\$80	\$86
\$160,000			\$96	\$102	\$110	\$147	\$72	\$79	\$85	\$111
\$200,000			\$95	\$101	\$109	\$146	\$71	\$78	\$84	\$110
\$250,000			\$94	\$100	\$108	\$144	\$70	\$77	\$83	\$109
A	\$320,000		\$93	\$99	\$107	\$142	\$69	\$76	\$82	\$108
	\$400,000		\$92	\$98	\$106	\$141	\$68	\$75	\$81	\$106
	\$500,000		\$91	\$97	\$105	\$139	\$67	\$74	\$80	\$105
	+\$650,000		call	call	call	call	call	call	call	call

FULL RUN ADVERTISING

daily section flex plan

Number of weeks	Minimum Ad size	Minimum Investment	Local				Business		fyi		
			Mon Tues	Wed Thurs	Fri Sat	Sun day	Wed Thurs	Fri Sat	Mon Tues	Wed Thurs	Fri Sat
4	4in	\$1,500	\$72	\$79	\$82	\$109	\$90	\$95	\$65	\$72	\$78
6	6in	\$6,000	\$69	\$75	\$78	\$104	\$88	\$93	\$62	\$69	\$74
13	8in	\$12,000	\$64	\$71	\$73	\$98	\$86	\$91	\$59	\$66	\$71
18	9in	\$21,000	\$62	\$68	\$71	\$95	\$84	\$89	\$58	\$64	\$69
26	10in	\$37,000	\$60	\$66	\$69	\$87	\$82	\$87	\$54	\$59	\$64
52	12in	\$59,000	\$58	\$64	\$68	\$84	\$80	\$85	\$52	\$57	\$62

single insertion rates

investment level	Open	Local				Business		fyi		
		Mon Tues	Wed Thurs	Fri Sat	Sun day	Wed Thurs	Fri Sat	Mon Tues	Wed Thurs	Fri Sat
E	\$1,500	\$101	\$109	\$116	\$160	\$127	\$128	\$89	\$99	\$102
	\$3,000	\$76	\$83	\$85	\$115	\$100	\$106	\$67	\$75	\$81
	\$6,000					\$98	\$104			
	\$9,000					\$97	\$102			
\$12,000	\$96	\$101								
D	\$16,000	\$72	\$79	\$82	\$109	\$94	\$99	\$65	\$72	\$78
	\$21,000					\$93	\$98			
	\$28,000					\$92	\$97			
	\$37,000					\$91	\$96			
C	\$47,000	\$69	\$75	\$78	\$104	\$90	\$95	\$62	\$69	\$74
	\$59,000					\$89	\$94			
	\$74,000					\$88	\$93			
	\$90,000					\$87	\$92			
B	\$120,000	\$64	\$71	\$73	\$98	\$86	\$91	\$59	\$66	\$71
	\$160,000					\$85	\$90			
	\$200,000					\$84	\$89			
	\$250,000					\$83	\$88			
A	\$320,000	\$62	\$68	\$71	\$95	\$82	\$87	\$58	\$64	\$69
	\$400,000					\$81	\$86			
	\$500,000					\$80	\$85			
	+\$650,000					call	call			

WEEKLY SECTIONS

weekly sections flex program

Preview	Faith	Travel	A&E	Moneywise
Thursday	Saturday	Sunday	Sunday	Sunday
\$86	\$37	\$91	\$150	\$111
\$82	\$35	\$89	\$147	\$107
\$78	\$34	\$87	\$144	\$104
\$76	\$32	\$85	\$141	\$100
\$72	\$31	\$83	\$137	\$96
\$70	\$29	\$81	\$134	\$93

Number of weeks	Minimum Ad size	Minimum Investment
4	4in	\$1,500
6	6in	\$6,000
13	8in	\$12,000
18	9in	\$21,000
26	10in	\$37,000
52	12in	\$59,000

weekly sections single insertion

Preview	Faith	Travel	A&E	Moneywise
Thursday	Saturday	Sunday	Sunday	Sunday
\$112	\$46	\$140	\$229	\$180
\$89	\$37	\$105	\$174	\$118
		\$102	\$169	
		\$99	\$164	
		\$97	\$162	
\$86	\$35	\$95	\$158	\$111
		\$94	\$156	
		\$93	\$154	
		\$92	\$152	
\$82	\$34	\$91	\$150	\$107
		\$90	\$149	
		\$89	\$147	
		\$88	\$146	
\$78	\$32	\$87	\$144	\$104
		\$86	\$142	
		\$85	\$141	
		\$84	\$139	
\$76 call	\$31 call	\$83	\$137	\$100 call
		\$82	\$136	
		\$81	\$134	
		call	call	

investment level	
Open	
\$1,500	E
\$3,000	
\$6,000	
\$9,000	
\$12,000	
\$16,000	D
\$21,000	
\$28,000	
\$37,000	
\$47,000	
\$59,000	C
\$74,000	
\$90,000	
\$120,000	
\$160,000	
\$200,000	B
\$250,000	
\$320,000	
\$400,000	
\$500,000	
+\$650,000	A

House & Home

Useful, creative solutions can be found in this colorful, locally written section. House & Home features local Kansascitians and Kansas City professionals.

flex plan

Minimum Investment	Number of weeks	1/12 pg	1/8 pg	1/6 pg	1/4 pg	1/3 pg	1/2 pg	3/4 pg	full pg
\$12,000	12	\$749	\$1,124	\$1,499	\$2,248	\$2,998	\$4,497	\$6,745	\$8,994
\$21,000	24	\$729	\$1,093	\$1,458	\$2,187	\$2,916	\$4,374	\$6,560	\$8,747
\$37,000	48	\$708	\$1,063	\$1,417	\$2,125	\$2,834	\$4,250	\$6,376	\$8,501
color charge		\$179	\$299	\$399	\$599	\$729	\$1,099	\$1,699	\$1,999

single insertions

investment level	1/12 pg	1/8 pg	1/6 pg	1/4 pg	1/3 pg	1/2 pg	3/4 pg	full pg
Open	\$842	\$1,263	\$1,684	\$2,526	\$3,367	\$5,051	\$7,577	\$10,102
E	\$1,500	\$801	\$1,201	\$1,602	\$2,402	\$3,203	\$4,805	\$7,207
	\$3,000							
	\$6,000							
	\$9,000							
	\$12,000							
D	\$16,000	\$770	\$1,155	\$1,540	\$2,310	\$3,080	\$4,620	\$6,930
	\$21,000							
	\$28,000							
	\$37,000							
C	\$47,000	\$749	\$1,124	\$1,499	\$2,248	\$2,998	\$4,497	\$6,745
	\$59,000							
	\$74,000							
	\$90,000							
B	\$120,000	\$729	\$1,093	\$1,458	\$2,187	\$2,916	\$4,374	\$6,560
	\$160,000							
	\$200,000							
	\$250,000							
A	\$320,000	\$708	\$1,063	\$1,417	\$2,125	\$2,834	\$4,250	\$6,376
	\$400,000							
	\$500,000							
	+\$650,000	call	call	call	call	call	call	call
color charge	\$179	\$299	\$399	\$599	\$729	\$1,099	\$1,699	\$1,999

Food & Beverage rates

FOOD & Beverage advertisers may qualify for these rates for the following sections: Wednesday FOOD, Thursday Preview Dine-out section, Tuesday Business Dine-Out and Sunday Arts & Entertainment dine-out. Restaurants and

establishments whose primary business is Food and Beverages may only use the FOOD & BEVERAGE rate: restaurants, bars, liquor stores and specialty grocery stores. They are NOT applicable for Art Galleries, Festivals, and other "events".

flex plan

Daily	Sunday	Daily Sunday Combo	Any 3 Days
\$45	\$66	\$44	\$35
\$43	\$63	\$43	\$34
\$42	\$61	\$41	\$33
\$40	\$58	\$39	\$31
\$39	\$57	\$38	\$30

Number of weeks	Minimum Ad size	Minimum Investment
6	4in	\$1,500
13	6in	\$3,000
18	8in	\$6,000
26	9in	\$9,000
52	10in	\$12,000

single insertion

Daily	Sunday	Daily Sunday Combo	Any 3 Days
\$62	\$89	\$60	\$48
\$45	\$66	\$44	\$35
\$43	\$63	\$43	\$34
\$42	\$61	\$41	\$33
\$40	\$58	\$39	\$31
\$39	\$57	\$38	\$30
call	call	call	call

investment level

Open

\$1,500
\$3,000
\$6,000
\$9,000
\$12,000

E

\$16,000
\$21,000
\$28,000
\$37,000

D

\$47,000
\$59,000
\$74,000
\$90,000

C

\$120,000
\$160,000
\$200,000
\$250,000

B

\$320,000
\$400,000
\$500,000
+\$650,000

A

Neighborhood News

COLOR

Ad size	% of space charge
Under 14"	44%
14" - 27.5"	39%
27.5" - 54"	34%
55"	26%
Min charge	\$100
Max charge	\$400

GUARANTEED POSITION

Back Page	10%
Page 2 or 3	8%
Page 5,7 or 9	8%

Multiple Zone Discount 10%

Positions are on a first come basis. No positioning guarantees can be made. Guaranteed position charges are based on total ad cost (space and color).

Johnson County Neighborhood News

(Wed & Sat)

flex plan

Number of weeks	Minimum Ad size	Minimum Investment	Blue Valley/Leawood	Shawnee Mission	Olathe	Shawnee/Lenexa	Johnson County Saturation Rate
26	4in	\$1,500	\$16	\$16	\$11	\$13	\$42
52	4in	\$3,000	\$14	\$14	\$9	\$11	\$36

impact ads

Ad size	Placement	Blue Valley/Leawood	Shawnee Mission	Olathe	Shawnee/Lenexa	Johnson County Saturation Rate
quarter pages 14"	E	\$218	\$218	\$140	\$171	\$575
	D	\$202	\$202	\$130	\$158	\$532
	C	\$187	\$187	\$120	\$147	\$493
half pages 27.5"	E	\$398	\$398	\$256	\$313	\$1,051
	D	\$375	\$375	\$241	\$295	\$991
	C	\$354	\$354	\$228	\$278	\$935
full pages 55"	E	\$728	\$728	\$424	\$546	\$1,892
	D	\$693	\$693	\$404	\$520	\$1,802
	C	\$660	\$660	\$385	\$495	\$1,716

investment level

Investment Level	Open	Blue Valley/Leawood	Shawnee Mission	Olathe	Shawnee/Lenexa	Johnson County Saturation Rate
E	\$30	\$30	\$33	\$20	\$24	\$80
E	\$1,500	\$18	\$18	\$13	\$15	\$48
	\$3,000					
	\$6,000					
	\$9,000					
	\$12,000					
D	\$16	\$16	\$16	\$11	\$13	\$42
	\$16,000					
	\$21,000					
	\$28,000					
C	\$14	\$14	\$14	\$9	\$11	\$36
	\$47,000					
	\$59,000					
	\$74,000					
ROP/2nd Issue PICKUP	\$14	\$14	\$14	\$9	\$11	\$36

Neighborhood News information

• Advertisers wanting to pick up an ROP ad in Neighborhood News and zoned editions within a seven-day period will pay the first insertion rate for the full-run ad and pay the second issue pick-up rate for any Neighborhood News or zoned ad.
 • Full-run ROP contract advertisers will be able to run in any Neighborhood News or zoned

product at their earned investment level without signing a separate contract.
 • All Neighborhood News or zone contract advertisers who would like to run full run will pay the appropriate investment level rate.
 • All Neighborhood News editions are tabloid in size. The Wednesday and Thursday Johnson County Local sections are published in

broadsheet format.
 • Pick-up rates are good within a seven-day period. In products appearing twice weekly.
 • To qualify for the multi-zone discount ads in two or more Neighborhood News or zoned products must appear within a seven-day window.
 • Flex plans contracted for Neighborhood News must be fulfilled in

Neighborhood News products and requires minimum levels.
 • Saturation Rates are not eligible for the additional Multiple Zone Discount.
 • Color charges are per zone.
 • A&B level contract advertisers pay the C level rate in Neighborhood News and Zone editions.

zoned local Johnson County Local is available for zoned ads on Wednesday and Thursday and are priced at the Johnson County Saturation rate.

flex plan

Northland Super Zone (Wed & Sat)

No. of weeks	Min. ad size	Min. invest.	Platte County	Clay County	Liberty	Northland Saturation	Independence Raytown	Blue Springs	Wyandotte	City	Lee's Summit
26	4in	\$1,500	\$7	\$12	\$7	\$20	\$11	\$5	\$11	\$14	\$13
52	4in	\$3,000	\$6	\$11	\$6	\$17	\$9	\$4	\$9	\$12	\$11

impact ads

	E	D	C	Platte County	Clay County	Liberty	Northland Saturation	Independence Raytown	Blue Springs	Wyandotte	City	Lee's Summit
quarter pages 14"	\$96	\$89	\$83	\$173	\$160	\$148	\$274	\$140	\$64	\$144	\$192	\$176
half pages 27.5"	\$174	\$164	\$155	\$313	\$295	\$278	\$496	\$256	\$120	\$273	\$363	\$330
full pages 55"	\$243	\$231	\$220	\$546	\$520	\$495	\$819	\$424	\$182	\$424	\$606	\$546

investment level

	Open	\$10	\$17	\$10	\$28	\$18	\$8	\$18	\$21	\$22
E	\$1,500	\$8	\$13	\$8	\$22	\$13	\$6	\$13	\$16	\$15
D	\$16,000 \$21,000 \$28,000 \$37,000	\$7	\$12	\$7	\$20	\$11	\$5	\$11	\$14	\$13
C	\$47,000 \$59,000 \$74,000 +\$90,000	\$6	\$11	\$6	\$17	\$9	\$4	\$9	\$12	\$11
ROP/2nd Issue PICKUP		\$6	\$11	\$6	\$17	\$9	\$4	\$9	\$12	\$11

Star Magazine

Star Magazine celebrates the things that make us uniquely Kansas City: our people, food, music, art geography, humor and history. Every Sunday our writers and photographers give 737,000** Sunday Star readers a taste of Kansas City culture in a four-color magazine. Plus, readers enjoy special sections every month including HealthCheck, Star Home and Kansas City Woman. **2005 MORI

sections

Health Check 1	January 1	Cutting Edge*	May 7	Breast Cancer*	October 1
Star Home	January 8	Star Home	May 14	Star Home	October 8
Kansas City Woman	January 15	Health Check 3	June 4	Kansas City Woman 3	October 15
Heart Disease & Stroke	February 12	Star Home	June 11	Diabetes	October 29
Star Home	February 20	Star Home	July 9	Health Check 5	November 5
KC Doctors 1*	February 26	KC Hospitals & Healthcare*	July 16	Star Home	November 12
Star Home	March 12	Kansas City Kids	August 6	Savvy Senior	November 19
Health Check 2	March 19	Star Home	August 13	Gift Guide 1	November 23
Savvy Senior	April 2	Savvy Senior	August 20	Gift Guide 2	December 3
Star Home	April 9	Health Check 4	September 3	Gift Guide 3	
Cancer	April 16	Star Home	September 10	and Star Home	December 17
Kansas City Woman 2	April 30	KC Doctors 2*	September 17	Best of KC Health Care*	December 17

*Buy an Ad and Get a Story

Agreement levels		far forward rates color included							
Number of weeks		1/8 pg	1/5 pg	1/4 pg	3/8 pg	1/2 pg	3/5 pg	7/10 pg	full pg
	Open	\$1,299	\$2,079	\$2,599	\$3,898	\$5,198	\$6,237	\$7,277	\$10,395
4	E	\$990	\$1,584	\$1,980	\$2,970	\$3,960	\$4,752	\$5,544	\$7,920
8	D	\$908	\$1,452	\$1,815	\$2,723	\$3,630	\$4,356	\$5,082	\$7,260
13	C	\$855	\$1,368	\$1,711	\$2,566	\$3,421	\$4,105	\$4,789	\$6,842
18	B	\$818	\$1,309	\$1,636	\$2,454	\$3,273	\$3,927	\$4,582	\$6,545
26	A	\$777	\$1,243	\$1,554	\$2,331	\$3,108	\$3,729	\$4,351	\$6,215
48		\$736	\$1,177	\$1,471	\$2,207	\$2,943	\$3,531	\$4,120	\$5,885

Utilizing Far Forward Rates will place your advertisement in the first half of the magazine and allow you to place your ad near specified content. Agreement levels based on revenue level or frequency level.

tips group page

1/8 pg	1/4 pg	1/2 pg
\$780	\$1,561	\$3,119

A weekly full-color advertising grouping inside of Star Magazine that allows advertisers to share space with a low out of pocket investment. Advertisers are allowed to show case product, services or announce an event to our readers. Tips group page will be placed in the back half of the publication.

Agreement levels		full page frequency contracts color included	
Number of weeks		Full pg	
Open	full pgs only	\$10,395	<p>Full-Page frequency rates are designed for those advertisers who want to have an ongoing maximum exposure in Star Magazine. Rates are based on how many full-pages you commit to during the year. Contact your Account Executive for test rate info. Agreement levels based on revenue level or frequency level.</p>
6-12	D	\$6,366	
13-25	C	\$5,383	
26-48	B	\$4,973	
49+	A	\$4,510	

Star Home

Each month, Star Home helps readers define their own unique sense of style by delivering inspirational and accessible stories that showcases the very best in Kansas City decorating, design and renovation, as well as featuring in-depth articles on the area's most beautiful homes! Readers looking for inspirational ideas for their home love Star Home! Agreement levels based on revenue level or frequency level.

Agreement levels		star home inspired rates color included							
Number of weeks		1/8 pg	1/5 pg	1/4 pg	3/8 pg	1/2 pg	3/5 pg	7/10 pg	full pg
	Open	\$1,274	\$2,002	\$2,503	\$3,754	\$5,005	\$6,006	\$7,007	\$9,570
4	E	\$987	\$1,551	\$1,939	\$2,908	\$3,878	\$4,653	\$5,429	\$7,755
8	D	\$861	\$1,353	\$1,691	\$2,537	\$3,383	\$4,059	\$4,736	\$6,600
13	C	\$714	\$1,122	\$1,403	\$2,104	\$2,805	\$3,366	\$3,927	\$5,244
18	B	\$644	\$1,012	\$1,265	\$1,898	\$2,530	\$3,036	\$3,542	\$4,978
26	A	\$574	\$902	\$1,128	\$1,691	\$2,255	\$2,706	\$3,157	\$4,291
48		\$518	\$814	\$1,018	\$1,526	\$2,035	\$2,442	\$2,849	\$4,070
Buy An Ad/Story		\$1,167	N/A	\$2,334	N/A	\$4,664	N/A	N/A	\$9,334

Health Pack

Health Pack sections present many opportunities to promote your organization to educated and affluent weekly Star Magazine readers. Star Magazine's Health Pack publications can be instrumental in positioning your organization for future

growth and success.

Star Magazine readers seek out healthcare special sections, which focus on cutting edge medical issues for all ages. You have the ability to pick and choose the sections feature story content that will be most

beneficial to reach your target audience. In addition, Star Magazine offers themed advertorial issues that extend you an opportunity to tell your organization's story. Agreement levels based on revenue level or frequency level.

Agreement levels		health pack rates color included							
Number of weeks		1/8 pg	1/5 pg	1/4 pg	3/8 pg	1/2 pg	3/5 pg	7/10 pg	full pg
	Open	\$1,274	\$2,002	\$2,503	\$3,754	\$5,005	\$6,006	\$7,007	\$9,570
4	E	\$987	\$1,551	\$1,939	\$2,908	\$3,878	\$4,653	\$5,429	\$7,755
8	D	\$840	\$1,320	\$1,650	\$2,475	\$3,300	\$3,960	\$4,620	\$6,600
13	C	\$714	\$1,122	\$1,403	\$2,104	\$2,805	\$3,366	\$3,927	\$5,244
18	B	\$644	\$1,012	\$1,265	\$1,898	\$2,530	\$3,036	\$3,542	\$4,978
26	A	\$574	\$902	\$1,128	\$1,691	\$2,255	\$2,706	\$3,157	\$4,291
48		\$518	\$814	\$1,018	\$1,526	\$2,035	\$2,442	\$2,849	\$4,070
Buy An Ad/Story		\$1,167	N/A	\$2,334	N/A	\$4,664	N/A	N/A	\$9,334

Mechanical Requirements

Screen: Color-100 line screen, B/W-100 line screen (80 percent shadow, 5-10% light)

Film: Not accepted due to digital processing.

Artwork: Advertisers must furnish color transparencies or glossy photographs. Screened material is not acceptable.

Printing process: heat-set/offset, 55 inches to a page. Double truck, 20 inches wide, no charge for gutter.

Star Magazine Ad Sizes

Modular	Measurements	Inches	Modular	Measurements	Inches
Full Page	9 15/16" x 10 5/8"	55	2/5 Horiz.	5 7/8" x 7 5/16"	22
7/10 Horiz.	9 15/16" x 7 7/16"	38.5	2/5 Vert.	3 7/8" x 10 5/8"	22
7/10 Vert.	7" x 10 5/8"	38.5	3/8 Horiz.	7 3/8" x 5 3/16"	21
3/5 Horiz.	9 15/16" x 6 5/16"	33	3/8 Vert.	4 7/8" x 7 7/8"	21
3/5 Vert.	5 7/8" x 10 5/8"	33	1/4 Page	4 7/8" x 5 3/16"	13.75
1/2 Horiz.	9 15/16" x 5 3/16"	27.5	1/8 Horiz.	4 7/8" x 2 1/2"	7
1/2 Vert.	4 7/8" x 10 5/8"	27.5	1/2 Vert.	2 3/8" x 5 3/16"	7
1/2 Jr.	5 7/8" x 9 1/8"	27.5			

Sunday Products

sunday color comics

4 color comics are published weekly with advertising opportunities for display ads as well as gatefold and spadea options. Please contact your account executive for details or Co-op and Special Projects Sales Manager, Ted Massing at 816-234-4193.

star tv

A comprehensive guide to local, network, satellite and cable TV programming, published every Sunday. Contact your Account Executive for date availability or call Co-op and Special Projects Sales Manager Ted Massing at (816) 234-4193.

flex plan

Number of weeks	Minimum Ad size	6-10"	over 10.5"	Minimum investment level
13	6in	\$55	\$50	\$12,000
26	7in	\$51	\$45	\$37,000
52	8in	\$45	\$41	\$59,000

investment level		4-10"	over 10.5"
E	Open	\$108	\$81
	\$1,500	\$80	\$60
	\$3,000		
	\$6,000		
	\$9,000		
\$12,000			
D	\$16,000	\$75	\$55
	\$21,000		
	\$28,000		
	\$37,000		
C	\$47,000	\$65	\$50
	\$59,000		
	\$74,000		
	\$90,000		
B	\$120,000	\$60	\$45
	\$160,000		
	\$200,000		
	\$250,000		
A	\$320,000	\$55	\$40
	\$400,000		
	\$500,000		
	+\$650,000		

Monthly Products

kc clips

KC Clips is Kansas City's coupon magazine distributed the first Sunday of each month. Advertisers can select from 11 targeted zoning options at a low cost per thousand. KC Clips provides advertisers with four-color advertising on glossy enamel paper in full-, half- or quarter-page sizes. Pricing includes design, printing and distribution of your message.

2006 publish dates

Jan 8	July 2
Feb 5	Aug 6
Mar 5	Sept 3
Apr 2	Oct 1
May 7	Nov 5
June 4	Dec 3

kc clips rates

color included

Distribution Areas	Circ	Full Page			Half Page			Quarter Page		
		Open	6 issues	12 issues	Open	6 issues	12 issues	Open	6 issues	12 issues
Front Cover	332,593	\$7,301	\$6,899	\$6,635	N/A	N/A	N/A	N/A	N/A	N/A
Full Run	332,593	\$5,841	\$5,519	\$5,308	\$3,624	\$3,424	\$3,293	\$2,119	\$2,003	\$1,925
super zones										
Wyandotte County	26,555	\$864	\$816	\$784	\$544	\$513	\$495	\$278	\$264	\$254
Johnson County	117,117	\$2,339	\$2,208	\$2,124	\$1,441	\$1,365	\$1,307	\$729	\$688	\$651
East Jackson County	49,306	\$1,269	\$1,200	\$1,153	\$777	\$737	\$707	\$401	\$379	\$364
Midtown	21,339	\$809	\$763	\$735	\$496	\$467	\$449	\$255	\$240	\$231
South Jackson County	60,748	\$1,447	\$1,365	\$1,315	\$876	\$828	\$794	\$453	\$426	\$408
Northland	57,528	\$1,325	\$1,252	\$1,202	\$800	\$754	\$728	\$414	\$387	\$374
sub zones										
Shawnee Mission	32,781	\$939	\$886	\$854	\$559	\$529	\$507	\$290	\$274	\$264
Shawnee/Lenexa	29,084	\$652	\$617	\$593	\$403	\$381	\$365	\$204	\$191	\$184
Olathe	26,427	\$494	\$463	\$448	\$317	\$302	\$289	\$155	\$147	\$142
Blue Valley/Leawood	28,825	\$563	\$531	\$509	\$355	\$335	\$321	\$177	\$167	\$161
Clay County West	24,085	\$684	\$650	\$624	\$404	\$381	\$351	\$215	\$205	\$195
Clay County East	17,437	\$431	\$399	\$385	\$275	\$264	\$254	\$147	\$139	\$132
Platte County	16,006	\$385	\$366	\$352	\$222	\$208	\$201	\$114	\$106	\$103
Independence	34,021	\$875	\$826	\$747	\$526	\$499	\$480	\$275	\$261	\$249
Blue Springs	15,285	\$364	\$343	\$331	\$230	\$218	\$209	\$117	\$110	\$105
S. Jackson/Cass Co	36,938	\$1,111	\$1,051	\$1,009	\$654	\$621	\$595	\$344	\$326	\$313
Lee's Summit	23,810	\$526	\$497	\$478	\$336	\$317	\$306	\$167	\$158	\$152

KC Clips cover: 7.667" X 8.333"

1/2 page H: 8.0139" X 5.344"

KC Clips Full page: 8.0139" X 10.816"

1/2 page V: 3.934" X 10.816"

1/4page: 3.934" X 5.344"

Star Specialty Products

star savings

Star Savings is delivered to Kansas City Star paid subscribers every Sunday and to non-subscriber households midweek. Star Savings is a cost-effective way to obtain total market penetration.

total market coverage

- Reach 764,532 households each week
- Sunday Home Delivery to 251,739 Subscribers
- Tues/Wednesday Delivery to 512,793 Non-Subscribers

Sunday: Star Savings is inserted in the newspaper and delivered to subscribers. They are the most valuable audience because they invite and pay to have the newspaper in their homes. Our readers have indicated that advertising inserts are one of the top sections read in the Sunday newspaper!

Mid-week: Every Tuesday/Wednesday non-subscribers receive Star Savings with grocery and retail advertising inserts. The Star Savings packages are mailed or door hung by our alternate delivery carrier force.

Zoned Editions:

Every other week you can publish your advertisement in selected zones insided the Star Savings wrap.

full run rates

	Open	6X	13X	26X	52X
Front Page Combo	\$15,933	\$13,013	\$11,220	\$9,745	\$8,761
Sunday Front Page Only	7,335	5,868	5,134	4,695	4,400
Full Page TMC Only	8,602	7,168	6,093	5,018	4,301
Back Page (Sunday & TMC)	13,543	11,061	9,537	8,283	7,447
Inside Full Page (Sunday & TMC)	11,348	9,078	7,565	6,430	4,539
Half Page (Sunday & TMC)	6,241	4,993	4,160	3,536	2,497
Quarter Page (Sunday & TMC)	3,433	2,746	2,269	1,945	1,374

Dog Ears

Combo Rate (Sunday & TMC)	\$2,750
Sunday Only	1,500
TMC Only	1,500

zone rates

Zone options are available twice a month to six zoned areas of the city. Zone buys are for both Star and TMC distribution only.

Full Pages	Open	6X	13X	24X	52X
Johnson County	\$4,217	\$3,374	\$2,812	\$2,390	\$1,042
Southland	2,307	1,846	1,539	1,308	923
Midtown	2,064	1,652	1,377	1,171	826
East Jackson	2,787	2,229	1,858	1,580	1,115
Northland	2,844	2,276	1,896	1,612	1,138
Wyandotte/Leavenworth	1,886	1,509	1,258	1,069	754

Half Pages	Open	6X	12 X	24X	52X
Johnson County	\$2,320	\$1,856	\$1,546	\$1,315	\$928
Southland	1,269	1,016	847	719	507
Midtown	1,136	909	756	644	455
East Jackson	1,535	1,226	1,022	869	613
Northland	1,564	1,252	1,043	887	626
Wyandotte/Leavenworth	1,037	830	692	587	415

Quarter Pages	Open	6X	12 X	24X	52X
Johnson County	\$1,275	\$1,020	\$850	\$724	\$510
Southland	698	558	465	396	279
Midtown	625	499	416	354	251
East Jackson	844	674	562	478	337
Northland	860	689	574	488	344
Wyandotte/Leavenworth	571	456	380	323	229

Star Savings is a modular tab

AD SIZE	DIMENSIONS
Sunday Front Page	9.425 X 8.875
TMC Front	9.425 X 7.4375
Back Page	9.425 X 10.625
Full Page Inside	9.425 X 10.625
Half Page (horizontal)	9.425 X 10.625
Half Page (vertical)	4.66X10.625
Dog Ear	4.66X1.6875

Star Specialty Products

zoned polybags

Advertising Polybags are available daily in quantities as low as 30,000 daily and 50,000 Sunday. These eye-catching polybags provide "front-page visibility" for your advertising message to reach

potential customers. Polybags are available seven days a week to home-delivered subscribers of The Kansas City Star. Pricing is based on quantity and colors selected. Polybags can be purchased by

selecting advertising zones. Reserve your polybag date now. Copy is due eight weeks in advance of publication date. For more information, contact Randy Lane at (816) 234-4157 or rlane@kcstar.com.

star notes

Place your advertising message on the front page of The Star.

Star Notes Information

- Note size 3" x 3."
- Regular and coupon notes available
- Ten zoning options are available seven days of the week.
- A 25,000 minimum order is required to insert.
- Star Note average application rate is 90%
- Deadline is 12 days prior to insert day.

For pricing information or to reserve a date, contact Co-op and Special Projects Sales Manager Ted Massing at (816) 234-4193 or tmassing@kcstar.com.

Star Inserts

preprint rates

The Kansas City Star's insert program gives your business targeted ZIP code delivery for your preprinted insert or we'll print it for you at a low per-piece cost.

Full and zoned circulation delivery is available everyday with advance reservations.

Minimum Saturday and Sunday distribution is 25,000 pieces.

Minimum daily distribution is 5,000. Call your account

executive for seasonal quantities. Circulation figures DO NOT include waste. Normal waste is 3 percent. When TMC is combined with weekday or Sunday insertions within a seven-day period, additional discounts may be applicable.

Yearly frequency contracts are available for full, metro and zoned delivery. To qualify for preprint frequency contracts,

preprint advertisers must distribute no less than 10% of their average weekly year-to-date circulation volume per insertion. Smaller quantities will not be counted toward frequency contract fulfillment.

Thanksgiving day will be charged Sunday insert rate on all preprints due to heavy demand. We strongly recommend an early reservation

be made to ensure space for your preprint. Cancellations of preprints scheduled for either Thanksgiving day or the following Sunday made less than 30 days prior to deadline will be subject to a \$1,000 fee. Minimum distribution on Thanksgiving day is 80,000. Preprints received at our dock after deadline could be subject to late fees or missed distribution date.

preprint insert base rates

Rates based on 230,000+ Daily; 350,000+ Sunday; sold by Zip Code.

Total Pages	Monday 5,000 Min.	Tuesday 5,000 Min.	Wednesday 5,000 Min.	Thursday 5,000 Min.	Friday 5,000 Min.	Saturday 25,000 Min.	Sunday 25,000 Min.
2	35.00	35.00	35.00	50.00	73.00	73.00	73.00
4	40.00	40.00	52.50	52.50	75.50	75.50	75.50
6	45.00	45.00	55.00	55.00	78.00	78.00	78.00
8	50.00	50.00	57.50	57.50	83.25	83.25	83.25
12	55.00	55.00	60.00	60.00	84.00	84.00	84.00
16	57.50	57.50	62.50	62.50	85.00	85.00	85.00
20	60.00	60.00	65.00	65.00	87.50	87.50	87.50
24	62.50	62.50	67.50	67.50	90.00	90.00	90.00
28	65.00	65.00	70.00	70.00	92.50	92.50	92.50
32	67.50	67.50	72.50	72.50	95.00	95.00	95.00
36	70.00	70.00	75.00	75.00	100.00	100.00	100.00
40	72.50	72.50	77.50	77.50	105.00	105.00	105.00
44	75.00	75.00	80.00	80.00	110.00	110.00	110.00
48	77.50	77.50	82.50	82.50	115.00	115.00	115.00

Preprint Discounts

(Subtracted from above rate grid.)

discount option A

Yearly Freq.	Deduct Per M
3x	\$1.00
5x	\$2.00
10x	\$3.00
25x	\$4.00
50x	\$5.00

discount option B

Total HH's	Deduct Per M
10%-19%	\$0.50
20%-39%	\$0.75
40%-74%	\$1.00
75%+	\$2.00

(% of TMC to Paid coverage)

Preprint Surcharges

(Added to above rate grid.)

surcharge option A

Total Quantity Paid Order	Add Per M
Monday-Saturday	
24M or Less (M-F)	\$6.00
25M to 49M	\$5.00
50M to 99M	\$4.00
100M+	\$3.00

Sunday	Add Per M
25M to 49M	\$8.00
50M to 99M	\$5.00
100M to 249M	\$3.00
250M to 349M	\$1.50

surcharge option B

Sub-Zip Order Paid Distribution*	Add Per M
Sub Zip	
24M or Less	TBD
25M to 49M	TBD
50M to 99M	TBD
100M+	TBD

surcharge option C

Topped Inserts Available	Add Per M
Monday	\$45.00
Tuesday	\$45.00
Thursday	\$45.00
Saturday	\$55.00

(All above discounts and surcharges are on paid distribution only. TMC rates and discounts are applied on a separate schedule.)

Star Inserts

TMC preprints

Saturate the Kansas City marketplace when you include your preprinted insert to non-subscribers of The Star. To achieve total market coverage inserts are distributed by Alternate

Delivery when an adult carrier force hangs your insert door-to-door and by 3rd Class Mail. Preprints are priced by the weight of the piece and how many thousand are distributed.

400,000 distribution

Oz.	Open Rate		6 weeks		12 weeks		24 weeks		39 weeks		50 weeks	
	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del
0.5	52.01	48.81	49.67	46.57	48.73	45.68	47.79	44.77	46.36	43.41	44.53	41.62
0.6	65.29	61.38	56.51	52.92	55.44	51.90	54.37	50.89	52.80	49.36	50.67	47.32
0.7	66.33	62.13	63.37	59.29	62.17	58.16	61.00	57.02	59.22	55.30	56.87	53.05
0.8	72.90	68.25	70.23	65.69	68.91	64.43	67.62	63.15	66.78	62.36	63.05	58.75
0.9	78.73	73.61	75.26	70.26	73.87	68.92	72.46	67.60	70.37	65.56	67.61	62.91
1.0	83.94	78.37	80.24	74.83	78.78	73.44	77.31	72.01	75.10	69.88	72.15	67.05
1.1	91.43	85.35	87.42	81.49	85.84	79.97	84.23	78.42	81.83	76.09	78.61	73.02
1.2	98.95	92.35	94.61	88.19	92.88	86.55	91.15	84.85	88.56	82.36	85.08	79.01
1.3	106.44	92.35	101.78	88.19	99.93	86.55	98.08	84.85	95.28	82.36	91.54	79.01
1.4	113.93	92.35	108.98	88.19	106.98	86.55	104.99	84.85	101.98	82.36	98.03	79.01
1.5	121.46	92.35	116.16	88.19	114.06	86.55	111.92	84.85	108.74	82.36	104.49	79.01
1.6	128.97	92.35	123.35	88.19	121.09	86.55	118.82	84.85	115.46	82.36	110.96	79.01
1.7	136.47	92.35	130.53	88.19	128.14	86.55	125.77	84.85	122.17	82.36	117.43	79.01
1.8	144.30	92.35	138.02	88.19	135.49	86.55	132.97	84.85	129.19	82.36	124.17	79.01
1.9	151.48	92.35	144.87	88.19	142.24	86.55	139.58	84.85	135.64	82.36	130.35	79.01
2.0	158.97	92.35	152.06	88.19	149.28	86.55	146.54	84.85	142.34	82.36	136.82	79.01

300,000 distribution

Oz.	Open Rate		6 weeks		12 weeks		24 weeks		39 weeks		50 weeks	
	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del
0.5	53.84	50.61	51.41	48.26	50.42	47.32	49.46	46.39	47.98	44.98	46.06	43.09
0.6	61.04	57.29	58.28	54.65	57.19	53.59	56.09	52.53	54.45	50.95	52.25	48.81
0.7	69.17	64.88	66.07	61.91	64.84	60.70	63.60	59.54	61.74	57.73	59.29	55.35
0.8	77.29	72.49	73.86	69.14	72.48	67.83	71.09	66.50	69.03	64.50	66.24	61.83
0.9	82.52	77.23	78.86	73.71	77.40	72.30	75.94	70.91	73.72	68.79	70.80	65.97
1.0	87.74	82.05	83.88	78.31	82.30	76.83	80.78	75.35	78.44	73.11	75.34	70.13
1.1	95.26	89.05	91.06	85.01	89.37	83.38	87.71	81.76	85.19	79.35	81.83	76.09
1.2	102.75	96.03	98.24	91.65	96.44	89.93	94.61	88.19	91.90	85.59	88.29	82.09
1.3	110.25	96.03	105.40	91.65	103.47	89.93	101.53	88.19	98.63	85.59	94.74	82.09
1.4	117.76	96.03	112.57	91.65	110.52	89.93	108.43	88.19	105.33	85.59	101.22	82.09
1.5	125.29	96.03	119.80	91.65	117.61	89.93	115.39	88.19	112.09	85.59	107.69	82.09
1.6	129.13	96.03	123.29	91.65	121.00	89.93	118.66	88.19	115.14	85.59	110.49	82.09
1.7	136.38	96.03	130.23	91.65	127.80	89.93	125.33	88.19	121.66	85.59	116.76	82.09
1.8	143.63	96.03	137.19	91.65	134.62	89.93	132.03	88.19	128.15	85.59	122.97	82.09
1.9	150.97	96.03	144.18	91.65	141.47	89.93	138.72	88.19	134.67	85.59	129.22	82.09
2.0	158.22	96.03	151.11	91.65	148.26	89.93	145.43	88.19	141.16	85.59	135.43	82.09

Star Inserts

TMC preprints

200,000 distribution

Oz.	Open Rate		6 weeks		12 weeks		24 weeks		39 weeks		50 weeks	
	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del
0.5	55.71	52.38	53.18	49.95	52.16	48.98	51.14	48.01	49.65	46.56	47.62	44.63
0.6	63.86	60.00	60.96	57.24	59.81	56.10	58.65	54.99	56.91	53.33	54.64	51.12
0.7	72.00	67.61	68.78	64.48	67.47	63.25	66.19	61.99	64.24	60.12	61.65	57.62
0.8	81.11	76.14	77.46	72.62	75.99	71.21	74.55	69.84	72.34	67.71	69.44	64.90
0.9	86.32	80.93	82.49	77.21	80.92	75.73	79.40	74.26	77.08	72.02	73.99	69.06
1.0	91.55	85.69	87.47	81.77	85.84	80.23	84.23	78.65	81.79	76.31	78.52	73.20
1.1	99.06	92.65	94.65	88.45	92.87	86.74	91.13	85.08	88.52	82.53	85.00	79.16
1.2	106.58	99.68	101.87	95.15	99.97	93.33	98.09	91.53	95.26	88.80	91.51	85.18
1.3	114.07	99.68	109.05	95.15	107.03	93.33	105.02	91.53	101.97	88.80	97.96	85.18
1.4	121.59	99.68	116.19	95.15	114.06	93.33	111.90	91.53	108.69	88.80	104.40	85.18
1.5	129.09	99.68	123.40	95.15	121.12	93.33	118.85	91.53	115.42	88.80	110.90	85.18
1.6	136.60	99.68	130.59	95.15	128.18	93.33	125.77	91.53	122.15	88.80	117.35	85.18
1.7	144.11	99.68	137.75	95.15	135.22	93.33	132.70	91.53	128.90	88.80	123.83	85.18
1.8	151.60	99.68	144.93	95.15	142.23	93.33	139.60	91.53	135.60	88.80	130.27	85.18
1.9	159.10	99.68	152.13	95.15	149.33	93.33	146.53	91.53	142.34	88.80	136.74	85.18
2.0	166.61	99.68	159.29	95.15	156.38	93.33	153.45	91.53	149.05	88.80	143.24	85.18

100,000 distribution

Oz.	Open Rate		6 weeks		12 weeks		24 weeks		39 weeks		50 weeks	
	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del
0.5	59.52	56.05	56.78	53.42	55.71	52.38	54.63	51.35	52.99	49.78	50.80	47.68
0.6	68.63	64.60	65.52	61.60	64.25	60.40	63.03	59.22	61.15	57.39	58.64	54.98
0.7	77.78	73.15	74.27	69.75	72.85	68.41	71.44	67.04	69.30	65.01	66.49	62.31
0.8	86.90	81.70	82.93	77.90	81.38	76.38	79.79	74.87	77.44	72.59	74.30	69.58
0.9	92.09	86.45	87.92	82.46	86.28	80.88	84.61	79.29	82.14	76.88	78.84	73.69
1.0	98.29	92.19	93.88	87.96	92.12	86.26	90.36	84.57	87.71	82.03	84.22	78.63
1.1	105.79	99.16	101.07	94.62	99.16	92.81	97.28	90.97	94.45	88.24	90.68	84.61
1.2	113.29	106.13	108.24	101.29	106.23	99.35	104.20	97.42	101.17	94.49	97.13	90.59
1.3	120.83	106.13	115.45	101.29	113.29	99.35	111.15	97.42	107.93	94.49	103.60	90.59
1.4	128.32	106.13	122.64	101.29	120.32	99.35	118.05	97.42	114.64	94.49	110.08	90.59
1.5	135.83	106.13	129.83	101.29	127.39	99.35	125.01	97.42	121.39	94.49	116.57	90.59
1.6	143.33	106.13	136.99	101.29	134.44	99.35	131.91	97.42	128.10	94.49	123.01	90.59
1.7	150.85	106.13	144.19	101.29	141.52	99.35	138.83	97.42	134.84	94.49	129.51	90.59
1.8	158.33	106.13	151.34	101.29	148.53	99.35	145.72	97.42	141.54	94.49	135.94	90.59
1.9	165.85	106.13	158.51	101.29	155.58	99.35	152.68	97.42	148.27	94.49	142.43	90.59
2.0	173.35	106.13	165.70	101.29	162.65	99.35	159.57	97.42	154.98	94.49	148.88	90.59

under 100,000 distribution next page

Star Inserts

TMC preprints

under 100,000 distribution

Oz.	Open Rate		6 weeks		12 weeks		24 weeks		39 weeks		50 weeks	
	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del	Mail	Alt Del
0.5	63.25	59.62	60.33	56.84	59.17	55.71	58.01	54.62	56.26	52.92	53.92	50.68
0.6	74.32	70.08	70.91	66.79	69.55	65.48	68.19	64.17	66.12	62.19	63.41	59.58
0.7	84.39	79.53	80.54	75.80	79.00	74.31	77.46	72.83	75.13	70.60	72.03	67.63
0.8	92.54	87.12	88.32	83.08	86.64	81.44	84.94	79.84	82.41	77.40	79.04	74.14
0.9	97.77	91.91	93.34	87.68	91.56	85.94	89.81	84.24	87.13	81.70	83.61	78.29
1.0	104.94	98.58	100.20	94.03	98.30	92.20	96.40	90.39	93.58	87.68	89.78	84.01
1.1	112.46	105.57	107.43	100.71	105.37	98.74	103.35	96.80	100.32	93.91	96.25	89.99
1.2	119.96	112.57	114.56	107.37	112.42	105.30	110.27	103.22	107.04	100.12	102.72	95.99
1.3	127.45	112.57	121.74	107.37	119.45	105.30	117.18	103.22	113.76	100.12	109.17	95.99
1.4	134.95	112.57	128.92	107.37	126.50	105.30	124.11	103.22	120.51	100.12	115.66	95.99
1.5	142.49	112.57	136.13	107.37	133.59	105.30	131.04	103.22	127.24	100.12	122.14	95.99
1.6	149.98	112.57	143.29	107.37	140.62	105.30	137.95	103.22	133.93	100.12	128.59	95.99
1.7	155.95	112.57	149.00	107.37	146.25	105.30	143.49	103.22	139.33	100.12	133.77	95.99
1.8	164.99	112.57	157.65	107.37	154.72	105.30	151.77	103.22	147.38	100.12	141.53	95.99
1.9	172.51	112.57	164.85	107.37	161.80	105.30	158.73	103.22	154.13	100.12	148.02	95.99
2.0	179.97	112.57	172.00	107.37	168.82	105.30	165.63	103.22	160.87	100.12	154.46	95.99

preprint deadlines

Reservation Deadlines:

Sunday Previous Monday
13 days in advance
Monday Previous Wednesday
Tuesday Previous Thursday
Wednesday .. Previous Thursday noon
Food/Mail Previous Tuesday
8 days in advance
Thursday ... Previous Monday 10 a.m.
Friday Previous Tuesday 10 a.m.

Delivery Deadline:

Sunday Previous Saturday
8 days in advance by 5 p.m.
Monday Previous Friday 10 a.m.
Tuesday Previous Friday 10 a.m.
Wednesday ... Previous Friday 5 p.m.
Food/Mail Previous Friday 5 p.m.
Thursday ... Previous Tuesday 10 a.m.
Friday .. Previous Wednesday 10 a.m.

Warehouse:
Inserts should be delivered to
The Kansas City Star Warehouse,
1601 McGee, Kansas City, MO 64108.
Hours: Mon.-Fri. 7 a.m. to 7 p.m.,
Sat. 7:00 a.m. to 2 p.m., Closed Sun.

Minimum size:
5"x7", Maximum size: 11" x 12"
Minimum quantity:
5,000 or full amount of a zone or ZIP code.
Inserts over 11"X12" should be
considered for quarterfolding. The Star
will not be held responsible for quality
of delivered inserts that extend beyond
the host jacket size

mechanical requirements

Two-page and four-page preprints should be printed on a minimum 70-lb. stock to allow for proper insertion. Four-page tabloids on less than 70-lb. stock must be quarterfolded.

Preprints must carry, readily visible at the top of the cover page, "Advertising Supplement to The Kansas City Star" (10-point

type or larger). Also on the cover: the day of the week, month, date and year, i.e., Sunday, September 3, 2006.

The date of issue, number of copies on the skid and the total number of skids must be clearly visible on skid tag in 72-point type or larger. For more information, ask for a copy of The Kansas City Star Pre-print-

ed Specifications Supplement and instructions.

Advertisers should provide a minimum of 3 percent spoilage for insert orders. Quantities will vary depending on type and quality of preprints. Consult your account executive for specific recommendations.

If the total square inches of any flap or partial page

is equal to or greater than 50 percent of the tab page size, two additional tab pages will be charged. If the total square inches of any flap is less than 50 percent of the tab page size, one additional tab page will be charged. Flexi-tabloid inserts are charged as full tabloid pages. Tab pages are not factored.

Star Print & Deliver Inserts

Advertisers can print and distribute single-sheet inserts as part of The Star's total market print and deliver program. Specific ZIP code distribution can be purchased in any of the Monday through

Sunday paid newspaper options, or you may choose to include Star Savings as a nonsubscriber option for total market coverage. Distribution is available weekly and includes all design, production,

printing and distribution. A variety of size options and paper finishes are available, from zip card (3 5/8" x 8 1/2") to four-page card (11" x 17"). Overruns are available at an additional charge.

print and deliver inserts

(Prices are per 1,000 pieces)

Star Print & Deliver 3 5/8" x 8 1/2" Zip Card			Star Print & Deliver 5 1/2" x 8 1/2" Half Card			Star Print & Deliver 8 1/2" x 11" Full Card 70#			Star Print & Deliver 8 1/2" x 11" Full Card 75#		
Quantity	1-4 colors	5-8 colors	Quantity	1-4 colors	5-8 colors	Quantity	1-4 colors	5-8 colors	Quantity	1-4 colors	5-8 colors
5 M	\$48.00	\$84.00	5 M	\$53.00	\$89.00	5 M	\$84.00	\$121.00	5 M	\$93.00	\$126.00
10M	\$40.00	\$58.00	10M	\$43.00	\$61.00	10M	\$66.00	\$84.00	10M	\$74.00	\$91.00
20M	\$32.00	\$40.00	20M	\$39.00	\$48.00	20M	\$55.00	\$63.00	20M	\$60.00	\$69.00
30M	\$31.00	\$37.00	30M	\$36.50	\$43.00	30M	\$47.00	\$53.00	30M	\$52.00	\$58.00
40M	\$30.50	\$35.00	40M	\$34.00	\$39.00	40M	\$45.00	\$48.50	40M	\$49.00	\$54.00
50M	\$27.00	\$31.00	50M	\$32.00	\$36.00	50M	\$42.00	\$45.50	50M	\$48.00	\$51.00
100M	\$24.00	\$26.00	100M	\$29.00	\$31.00	100M	\$38.00	\$40.00	100M	\$44.00	\$45.00
200M	\$23.00	\$24.00	200M	\$27.50	\$29.00	200M	\$36.00	\$37.00	200M	\$41.00	\$42.00
300M	\$22.50	\$23.00	300M	\$27.00	\$27.50	300M	\$35.50	\$36.00	300M	\$40.00	\$41.00
<i>Mon - Fri Pricing</i>			<i>Mon - Fri Pricing</i>			<i>Mon - Fri Pricing</i>			<i>Mon - Fri Pricing</i>		

Star Print & Deliver 8 1/2" x 13" Long Card 70#			Star Print & Deliver 8 1/2" x 13" Long Card 75#			Star Print & Deliver 11" x 17" Full Card 70#			Star Print & Deliver 11" x 17" Full Card 75#		
Quantity	1-4 colors	5-8 colors	Quantity	1-4 colors	5-8 colors	Quantity	1-4 colors	5-8 colors	Quantity	1-4 colors	5-8 colors
5M	\$101.00	\$138.00	5 M	\$107.00	\$144.00	5 M	\$131.00	\$166.00	5 M	\$144.00	\$180.00
10M	\$78.00	\$96.00	10M	\$84.00	\$101.00	10M	\$103.00	\$121.00	10M	\$115.00	\$133.00
20M	\$63.00	\$72.00	20M	\$69.00	\$78.00	20M	\$87.00	\$96.00	20M	\$96.00	\$104.00
30M	\$55.00	\$61.00	30M	\$61.00	\$67.00	30M	\$78.00	\$84.00	30M	\$87.00	\$93.00
40M	\$51.00	\$55.00	40M	\$57.00	\$62.00	40M	\$74.00	\$78.00	40M	\$83.00	\$87.00
50M	\$49.00	\$52.00	50M	\$55.00	\$59.00	50M	\$71.00	\$74.00	50M	\$80.00	\$84.00
100M	\$45.00	\$47.00	100M	\$51.00	\$52.00	100M	\$66.00	\$67.00	100M	\$75.00	\$79.00
200M	\$42.00	\$43.00	200M	\$49.00	\$49.00	200M	\$63.00	\$64.00	200M	\$72.00	\$73.00
300M	\$41.00	\$42.00	300M	\$47.50	\$48.00	300M	\$62.00	\$63.00	300M	\$71.50	\$72.00
<i>Mon - Fri Pricing</i>			<i>Mon - Fri Pricing</i>			<i>Mon - Fri Pricing</i>			<i>Mon - Fri Pricing</i>		

Star Print & Deliver 13 3/8" x 17" Newsprint 36#			Star Print & Deliver ADD ON PRICING		Print & Deliver Overrun rates additional. Contact your Advertising Account Executive	
Quantity	1-4 colors	5-8 colors				
5 M	N/A	N/A	Folding per M:	\$8.50	Saturday and Sunday distribution add \$20 per thousand to above rates.	
10M	\$110.00	\$127.00	Bulk Storage:	90 days		
20M	\$89.00	\$94.00	Shipping:	Bid per job		
30M	\$77.00	\$79.00	Black Plate Chgs.	\$100		
40M	\$73.00	\$74.00	Minimum Mon-Fri	5,000		
50M	\$69.50	\$70.00	Minimum Sat-Sun	25,000		
100M	\$63.00	\$62.00	Non-subscriber distribution and overrun orders will include additional charges for sales tax.			
200M	\$60.00	\$58.00				
300M	\$58.50	\$57.00				
<i>Mon-Fri Pricing</i>						

Star Print & Deliver Inserts

print & deliver coated inserts

(Prices are per 1,000 pieces)

Star Print & Deliver 5 1/4" x 10 7/8" Long Half Card 70#		Star Print & Deliver 8 3/8" x 10 7/8" Full Card 60#		Star Print & Deliver 11" x 17" 4 page Card 60#		Star Print & Deliver 10.00" x 11.50" Midsize Card	
5 M	\$110.00	5 M	\$105.00	5 M	\$155.00	5 M	\$162.00
10M	\$75.00	10M	\$88.00	10M	\$125.00	10M	\$115.00
30M	\$53.00	30M	\$58.00	30M	\$91.00	30M	\$74.00
50M	\$46.00	50M	\$52.00	50M	\$83.00	50M	\$63.00
100M	\$40.00	100M	\$48.00	100M	\$78.00	100M	\$57.00
200M	\$37.00	200M	\$46.00	200M	\$75.00	200M	\$54.00
500M	\$35.00	500M	\$45.00	500M	\$73.00	500M	\$52.00
<i>Mon - Fri Pricing</i>		<i>Mon-Fri Pricing</i>		<i>Mon - Fri Pricing</i>		<i>Mon - Fri Pricing</i>	

Star Print & Deliver 8 3/8" x 10 7/8" 8 page booklet		Star Print & Deliver 8 3/8" x 10 7/8" 12 page booklet		Star Print & Deliver 8 3/8" x 10 7/8" 16 page Card 60#		Other Charges for Star Coated Print & Deliver	
5 M	\$275.00	5 M	\$903.00	5 M	\$1,013.25	Plates Charge:	\$150
10M	\$210.00	10M	\$483.00	10M	\$498.75	Folding per M:	\$8.50
30M	\$140.00	30M	\$304.50	30M	\$336.00	70# Paper	Add 10%
50M	\$130.00	50M	\$236.25	50M	\$259.35	Shipping	Bid per job
100M	\$124.00	100M	\$228.90	100M	\$252.00	Bulk Storage	90 Days
200M	\$120.00	200M	\$198.45	200M	\$220.50	Min Mon-Fri	5,000
500M	\$120.00	500M	\$186.90	500M	\$210.00	Min Sat-Sun	25,000
<i>Mon - Fri Pricing</i>		<i>Mon - Fri Pricing</i>		<i>Mon - Fri Pricing</i>			

Non-subscriber distribution and overrun orders will include additional charges for sales tax. Print & Deliver overrun rates additional. Contact your advertising Account Executive.

Saturday and Sunday distribution add \$20 per thousand to above rates.

rates include printing and distribution

- * Inserts are designed, produced and distributed by The Star.
- * Standard formats available for faster turnaround and lower cost.
- * Custom sizes available for your specific needs.
- * All formats designed to work smoothly with in paper and shared mail/alternative delivery.
- * Paid distribution can be combined with the coverage of non-subscribers using Star Savings to provide total market coverage. Star Savings is delivered through shared mail and alternate delivery.
- * Copy deadline 21 days before publication date.
- * Discount rates are based on volume printing on a single run only.
- * Card inserts count toward fulfillment of preprint and revenue agreement contracts.
- * Overruns are available at additional charge per thousand.

Advertising Production

standard broadsheet page

retail and national

Measurement before processing: six columns wide by 20 inches deep. A full-column ad will be charged for ads over 18" in height. A full page measures 120 column inches. Double-truck: 23 inches wide, charged as 13 columns.

Columns	Inch Decimal	Picas/Points	Points
1 col =	1.75"	10p6	126.0
2 col =	3.60"	21p7.2	259.2
3 col =	5.45"	32p8.4	392.4
4 col =	7.30"	43p9.6	525.6
5 col =	9.15"	54p10.8	658.8
6 col =	11.0"	66p0	792.0

Double Truck width: 23.0"

Minimum ad depth is 1 inch. Advertisements must be at least as many inches deep as columns wide.

standard tabloid page

Retail and National

Measurement before processing: five columns wide by 11 inches deep, 55 inches to the page. Tabloid column widths are the same as standard broadsheet pages. Double-truck: 20 inches wide, charged as 11 columns. Advertisements more than 9 inches deep will be charged as a full column (11 inches).

online advertiser services

Prodservices.kcstar.com is the online destination for all of your ad production needs. Our AdDesk system allows you to submit ad materials and view your proofs online. All of The Star's mechanical requirements can be accessed from this site. You can also link onto our Esheet service from this site.

Ad Delivery By becoming an AdDesk member you can upload your ad materials. This service is free to Star advertisers. No special software required. There are no file size limits with AdDesk. You will receive an email confirmation that your ad was successfully submitted.

Proof Delivery Another component of the AdDesk system is ProofDesk. ProofDesk allows you to view your proofs online. It's faster than a courier proof and easier to read than a fax. As soon as your proof is ready, you will receive an email containing a link that will direct you to your ad.

E-sheet An electronic method of proof of publication created from The Kansas City Star's final edition. E-Sheet files are generated for display ads appearing in the ROP or Classified sections of The Kansas City Star, Star Magazine, House & Home, and Kansas City Star generated advertising supplements. Each E-Sheet shows your ad in the context of the entire page on which it appears. It also includes placement and tracking information. Log on at www.esheets.merlinone.com or <http://prodservices.kcstar.com> and click on E-Sheets link under customer service.

mechanical requirements

The Kansas City Star accepts ads created on Macintosh-compatible systems for direct transfer into the newspaper's computerized pagination system. Electronic transfers bypass the need for scanning a velox image, ensuring that the final printed version is of "original" quality. Ads suffer no second- or third-generation reproduction loss in the electronic transfer. Before submitting electronic material, please use the information in this publication to be sure your design applications are compatible with those in use at The Star. Each system and each ad is different. The Star currently accepts documents prepared in the following or previous versions of these supported applications.

supported software

Applications with full support:

- Adobe InDesign 2
- QuarkXPress 4 (XDOC or QXD)
- Adobe Illustrator CS (EPS)
- Adobe Photoshop 7 (EPS or TIFF)
- Adobe Acrobat 5 (PDF or EPS)

Applications with limited support:

The Star currently accept EPS file formats from the following limited-support applications. These EPS files cannot be edited. Therefore, your file is final and cannot be changed without submitting a new EPS file. Fonts must be included with an EPS. PDF is preferred using KCStar Acrobat Distiller job options which can be found at <http://prodservices.kcstar.com>.

- QuarkXPress 6.5
- Macromedia Freehand EPS
- CorelDRAW EPS
- Adobe Pagemaker EPS
- Adobe CreativeSuite Products

The Star currently DOES NOT support or accept ads created with Microsoft Publisher or any application that cannot create a Postscript, EPS or PDF file.

All electronic files should be submitted via AdDesk. Go to prodservices.kcstar.com for more information.

ad reproduction services

Advertisers wishing to obtain reproductions of their ads will be subject to the following charges:

Electronic ad file on CD\$40

Additional services (changes to original ad, etc.)
..... \$50/hour, 1 hour minimum

Advertising Photography

graphics

- B/W — 120 line screen (Allow for 18-20 percent press gain)
- 4/C — 120 line screen (Allow for 18-20 percent press gain)
- Star Magazine — 100 line screen (Allow for 25 percent press gain)

The Star no longer accepts film or velox. Ads must be submitted in the specified applications and delivery methods.

Artwork: Advertisers must furnish transparencies or glossy photos all of continuous tone. Pre-screened material is not advisable.

For more detailed information about specifications, contact Digital Services, at (816) 234-4192 or Morris Wrench, Quality Assurance, at (816) 234-4633.

typography

- We recommend using type sizes of 6 points and larger in display ads. Use real point size rather than scaling text vertically.
- Type, especially serif and non-bold fonts smaller than 10 points, may disappear into reverse areas.
- Multicolor type or text reversed out of a four-color image area should be 12 points or greater in size.
- For optimum results, it is suggested that type not overprint a background screen greater than 25 percent. This allows for dot gain and provides the necessary contrast. Black type should always be in overprint mode in regard to trapping.

color

- We recommend using color tints and grayscale tints between 20 percent and 70 percent. Tints less than 20 percent "blow out" or don't show up. Tints greater than 70 percent will print like solids.
- To achieve lighter colors, screen back process color as opposed to creating a new process color.
- Total ink coverage should not exceed 240 percent.
- When faced with a quality decision, background color will be sacrificed to save featured item.
- All types of art should be scanned at or close to reproduction size to avoid scaling problems that compromise quality. Enlarging a halftone image may result in loss of sharpness or clarity. (We do not scale larger than 110 percent.)
- We do not recommend using duotones or PhotoShop spot colors as they will not separate out correctly in our system. If you choose to use duotone or PhotoShop spot color art, contact a member of the Advertising Services staff before submitting the ad.

photography services

The Star's advertising division offers advertisers a complete range of photographic services. These include location and in-studio shots. If you desire photographs of products, individuals, store displays, architecture, etc., contact your account executive. He or she will make the necessary arrangements.

- These services are available to advertisers only.
- Photographs that are taken for use in drawings or illustrations will be charged at the rates listed below.
- Photo charges are to offset our cost of creating photographs for advertisers whose ads appear in our publications.

photography rates

	One shot	Additional shots at same time
Location	\$70	\$30
Studio	\$40	\$25

- Photography projects requiring special formatting will be charged on an individual basis. Your account executive can obtain a bid for these special projects.

All photos taken by our staff are considered © Copyright, The Kansas City Star Co. If you desire use of these photos either for personal use or commercial use in other publications, the following policy and rates apply.

To fill your request for a reprint of published pictures taken by a Star advertising photographer, we must have a clipping or photocopy of the picture and the date of publication. We do not sell photos until after they have been published in The Star.

Commercial and personal reproduction is available. Contact your Account Executive for pricing.

Advertising Policy

- A. The company reserves the right to revise advertising rates upon 30 days' notice, and all contracts are accepted subject to that reservation. All mail-related products are subject to postal rate adjustments. Postal adjustments will be reflected in advertising rates immediately upon notification by the postal commission. Adjusted rates will be distributed as soon as possible.
- B. All advertising is cash with order except where credit has been approved by the company. Where credit has been extended, bills are payable upon terms stipulated. We can accept late payments or partial payments marked "Paid in Full" without losing any of our rights or agreements.
- C. All positions are at the company's option. No adjustments, reinsertions or refunds are made because of position. No adjustment will be made to a classified ad because of position when an ad is properly classified.
- D. Should any governmental body levy a tax on any advertising covered by these rates, such tax will become an additional charge to the advertiser, over and beyond the rates mentioned herein.
- E. The company is not responsible for errors of any kind in advertisements or inserts accepted after normal deadlines. No reinsertions, adjustments or refunds will be made on late ads or proofs received. Deadlines are subject to revisions to meet special holiday needs.
- F. The following holidays are subject to premium rates: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday after Thanksgiving and Christmas.
- G. Cancellations and changes in insertion orders will not be accepted by the company after the closing date.
- H. Advertising copy must be submitted to The Kansas City Star prior to our published deadlines. We retain the right to omit all late copy when not received in time to conform with our schedules.
- I. At certain times of the year, the company may reach its capacity to handle color advertising and preprinted inserts. The earlier reservations are submitted for these two areas, the less likely it is that problems will occur. In the event that capacity is reached, advertiser requests will be filled on a "first-come" basis.
- J. The company is not responsible for billing errors after 120 days.
- K. Retail advertising rates apply to advertising done by local businesses that advertisers own or control within the Kansas City trade zone. Retail rates apply to recognized local retailers in unrelated businesses involved in a co-promotion. Retail rates do not apply to any advertising for which the company has established other rates such as national or classified.
- L. National advertising rates apply to all nonretail advertisers such as manufacturers, distributors, brokers, etc.; companies outside of the Kansas City retail trade zone (as shown on the ABC Audit report); commissionable advertising agencies; advertising that includes more than one company name or logo; and state or national political advertising. The classification of all advertising will be determined by the company.
- M. Local classified nondisplay rates apply to advertisers within the states of Kansas and Missouri and are not commissionable.
- N. National classified nondisplay rates apply to all advertisers outside the states of Kansas and Missouri and are commissionable.
- O. Prices quoted for nondisplay classified by telephone sales representatives are estimates. Exact charges cannot be determined until ads are set in type.
- P. Local display classified rates apply to businesses that sell to the public through one or more locations that they own or control in Kansas or Missouri. Local display rates do not apply to any advertising for which the company has established or will establish other rates. The classification of such advertising will be determined by the company.
- Q. National display classified rates apply to all advertisers outside Kansas and Missouri.
- R. Display employment ads qualify for the local rate if the position advertised is in Kansas or Missouri and if the employer has a physical facility (office, factory, warehouse, etc.) in Kansas or Missouri. All agency ads will be billed at the national rate unless the local rate is requested on the insertion order.

Copy and Contract Regulations

- A. Revenue contracts are available to advertisers with established and approved credit.
- B. Contracts must be fulfilled within dates of contract, not from first insertion.
- C. If sufficient revenue is used during the life of the contract to earn a lower rate as shown on the contract schedules, the company agrees to give a rebate covering one investment level up. No rebate is given on real estate or recruitment contracts.
- D. An advertiser who does not meet the revenue specified on the contract will be short-rated the difference between the rate charged and the rate actually earned, based on the schedules shown.
- E. "News style" advertisements (set solid or reading-matter style) must carry the word "advertisement" at the top of the advertisement, at an interval of one indication per two columns. All "news style" advertisements produced by The Kansas City Star will be set in sans serif typeface.
- F. The advertiser agrees to indemnify the company against any and all liabilities and expenses, including payment of judgments, attorney's fees and costs, arising from any and all claims involving the contents of advertisements published.
- G. The company assumes no responsibility for the omission of any advertisement or for any error above the value of the actual space occupied by such error. Any claim for allowance must be made within five days after the publication of any error. Credit allowable on first insertion only.
- H. The company may, at its sole discretion, edit, classify, reject or cancel any advertising at any time.
- I. Every effort will be made to return artwork and layout furnished by advertisers, on their request; the company cannot be held responsible in case of loss or damage.
- J. All political advertising must be prepaid. Furthermore, political advertising must carry the words "Paid Political Advertisement" (10 pt. minimum) at the top of the advertisement. Each political advertisement relating to the candidacy of any person seeking nomination or election to any public office must carry the words "Paid for by" and the name, title and address of the political officers and the secretary of the firm, organization, association, league or other body placing the ad. If the ad is being sponsored by an individual and not a group, association, etc., then the individual's name and address should be listed in the ad. If there are more than five persons involved, use all the names and addresses or list five with the words "For a list of other sponsors contact" followed by the name and address of one of the paying individuals who will maintain a record of the other individuals.
- K. Contracts will be accepted from an individual advertiser or may be drawn to include subsidiaries but not two or more different companies.
- L. All contracts conditional on strikes, fires, acts of God or any cause not subject to the control of publisher.
- M. Open rate contracts are not accepted.
- N. Blanket contracts for an agency's list of clients are not accepted.
- O. Any contact which deviates from the structure published in this rate card must have publishers approval.

Commissions and Cash Discounts

- National rates include 15 percent commission to agencies.
- Retail rates are noncommissionable.
- Classified local rates are not commissionable with the exception of open-rate, camera-ready, recruitment advertising. 15 percent discount on gross is allowed to recognized advertising agencies or automobile dealer associations on national and dealer association rates.
- No cash discount for prepayment or net 10 days. Ad production is included in the cost of all retail ads — no discounts apply.

newspaper terminology

Broadsheet

Size of a standard newspaper page. Image area measures 11" wide and 20" deep

Circulation The number of newspapers sold. Audited for accuracy. See "Readership."

Column Measurement used to determine width of an ad.

Column Inch

Area that is one column wide by one inch deep.

Co-Op Advertising

Funds made available by manufacturer or distributor to supplement the advertising budget of retailer.

Cost Per Thousand (CPM)

The advertising cost to reach 1,000 readers or 1,000 homes; used in comparing the cost efficiency of media schedules.

Four-color Also called full color; full range of colors obtained by printing cyan, magenta, yellow and black.

Proof First reproduction of the ad as it will appear in the newspaper. Used to check for accuracy.

Readership The number of people reading the newspaper. Comparable to "viewership" or "listenership" as there are multiple readers per copy.

ROP Run of Press. Full-run advertising throughout the newspaper. Does not include inserts or classifieds. Measured as columns inches.

Tabloid A standard newspaper page (broadsheet) folded in half and turned sideways. Image area measures 9.15" wide by 13" deep.

TMC Total Market

Coverage-combination of subscriber and non-subscriber products to attain coverage of the entire area.

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

 July 17, 2006

Copy of Ordinance
2628

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
83650-83755	6/2/2006	395,577.69	
83756-83757	6/2/2006	16,420.51	
83758-83766	6/8/2006	15,337.14	
83767-83909	6/16/2006	206,258.00	
83910-83923	6/22/2006	12,974.95	
83924-84054	6/30/2006	269,764.03	
Payroll Expenditures			
6/9/2006		77,763.08	
6/23/2006		83,887.96	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		368.52	
State of Kansas - sales tax remittance		177.06	
Marshall & Ilsley - Police Pension remittance		6,270.44	
Intrust Bank - fee		426.97	
KCP&L		12,378.71	
MHM - Section 125 admin fees		232.92	
Intrust Bank - purchasing card transactions		9,682.83	
United Health Care - Health Insurance			
TOTAL EXPENDITURES:			\$ 1,107,520.81
Voided Checks			
Void-Transystem Corp.	#83750	(16,420.51)	
TOTAL VOIDED CHECKS:			(16,420.51)
GRAND TOTAL CLAIMS ORDINANCE			1,091,100.30

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

Passed this 17th day of July 2006.

Signed or Approved this 17th day of July 2006.

(SEAL)

ATTEST: _____
City Treasurer
Mayor

**CONSIDER FOR CONSENT AGENDA
REGISTRATION APPLICATION – KANSAS CITY, MISSOURI EARNINGS
TAX PAYROLL WITHHOLDING**

BACKGROUND

Residents of Kansas City, Missouri, are required to pay an earnings tax each year. Residents who work for employers outside of the city limits must submit the earnings tax on their own unless their employer voluntarily withholds the amount from their paychecks and submits the withholdings to Kansas City.

The attached application is necessary to set up the withholding account with Kansas City so that we can provide this service to our employees. Our payroll processor will handle submitting the withholdings and filing the quarterly return for \$9.50 per quarter.

RECOMMENDATION

Approve the application.

REGISTRATION APPLICATION

Phone - (816) 513-1135
 RD-100, Rev-11/04

414 East 12th Street
 Kansas City, Missouri 64106-2786

REASON FOR SUBMITTING REGISTRATION FORM IS TO ESTABLISH (check all that apply):

- Business License Account
 Withholding Account
 Profits Account
 C&T Account - Rooms
 C&T Account - Food
 Wage Earner Account
 Other: _____

Missouri Sales Tax Number		Federal Employer ID No. (FID/SSN) 48-6077081
Business/Trade/DBA Name: CITY OF PRAIRIE VILLAGE, KS		Legal Name as Incorporated OR Sole Proprietorship Name CITY OF PRAIRIE VILLAGE, KS
Legal (Mailing) Address 7700 MISSION RD, PRAIRIE VILLAGE, KS 66208		
Local Business Address (if any)		County JOHNSON, KS
Business Telephone Number 913-381-6464	Local Business Telephone Number (if any)	Contact Person KAREN KINDLE

GENERAL INFORMATION

Type of Organization		Type of Business		Classification of Business	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Retail Trade	<input type="checkbox"/> Finance	<input type="checkbox"/> Profit	If not-for-profit, attach copy of exemption certificate. <input checked="" type="checkbox"/> Voluntary Withholding Only (Nonresident employers)	
<input type="checkbox"/> Trust/Assn.	<input type="checkbox"/> Wholesale Trade	<input type="checkbox"/> Real Estate	<input type="checkbox"/> Non-profit		
<input type="checkbox"/> Individual	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Service			
<input type="checkbox"/> Fiduciary	<input type="checkbox"/> Construction	<input type="checkbox"/> Hotel/Motel			
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Governmental	No. of rooms: _____			
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Other, specify: _____			
<input checked="" type="checkbox"/> Other, specify: <u>Government</u>					

Will you be bidding on city contracts or have you bid on city contracts in the past? Yes No

Date of incorporation: N/A	State of incorporation: N/A
KCMO business start date: 07/01/06	Fiscal year-end date: _____
Number of KCMO employees: _____	
Describe (in detail) nature of business performed in KCMO: NONE - VOLUNTARY WITHHOLDING FOR KC RESIDENTS	

List all owners, partners, or officers (attach additional names on separate sheet):

Name	Home Address and Telephone Number	Position	Social Security Number
RONALD L SHAFFER	7700 MISSION RD 913-381-6464	MAYOR	
BARBARA VERNON	7700 MISSION RD 913-381-6464	CITY ADMINISTRATOR	456-56-2959
KAREN KINDLE	7700 MISSION RD 913-381-6464	FINANCE DIRECTOR	492-86-4030

For office use only (enter account ID):

- OCC _____
 WIHO _____
 PROF _____
 CTRO _____
 CTFO _____
 WE SIC CODE _____

Under penalties of perjury, I declare this information is true, correct, and complete.

Signature	Title	Date
	148	

Issue: Consider an appointment to Planning Commission and Board of Zoning Appeals

Background:

Mayor Shaffer has interviewed several candidates for the vacancy on the Planning Commission created by the election of Charles Clark to the City Council. He has chosen Marc Russell, a real estate and land use attorney, to fill the vacancy. Mr. Russell's volunteer application and resume are attached.

Recommendation:

Ratify the Mayor's appointment of Marc Russell to the Board of Zoning Appeals and Planning Commission filling the seat vacated by Charles Clark with his election to the City Council with the term expiring in April, 2008
CONSENT AGENDA



City of Prairie Village
APPLICATION TO VOLUNTEER

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

Name Mare A. Russell Spouse's Name N/A
Address 2312 W. 79th Terr., Prairie Village Zip 66208 Ward VI
Telephone: Home 913-226-3686 Work 816-753-9200 Fax 816-753-9201
E-mail MRussell3154@KLR.com Other Number(s): _____

Business Affiliation White Cross Bowers March Schulte & Wiscards, P.C.
Business Address 4510 Bellevue, suite 300, Kansas City MO 64111
What Committee(s) interests you? Planning Commission & BZA

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

I am currently an Associate Attorney with a real estate law firm on the plaza practicing in the areas of public land use, real estate transactions, taxation, & corporate law. I also serve on the Supervisory Committee of Community America Credit Union, a locally based credit union. I was born & raised in Lansing, Kansas & received an undergraduate degree in Accounting from Kansas State University in 1997 & a law degree from the University of Kansas in 2001. I am interested in putting my education & experiences to work for my community.

Thank you for your interest in serving our community.

Marc A. Russell
2312 W. 79th Terrace
Prairie Village, Kansas 66208

Background

Born in Leavenworth, Kansas – 1975
Immediate Family – Ellie (Yellow Labrador Retriever)
Prairie Village resident since August, 2002

Education

Juris Doctorate
University of Kansas, 2001

B.S. in Accounting
Kansas State University, 1997

Lansing High School, 1993

Professional Experience

White Goss Bowers March Schulte & Weisenfels
Real Estate and Land Use Attorney

Kevan Acord, P.A.
Tax & Corporate Attorney

KPMG, LLP
Senior Tax Associate

Civic & Recreational Activities

Community America Credit Union – Supervisory Committee
Research Foundation – Advisory Committee
Enjoy golfing & biking

CONSIDER NOTICE OF HEARING FOR THE 2007 BUDGET

Issue:

Should the Council authorize staff to publish a Notice of Budget Hearing for the 2007 Budget with total net expenditures of \$21,991,500 and tax requirement of \$4,459,764.

Background:

State statute requires cities to conduct a public hearing on the proposed budget for the coming year by August 15th of the current year. The public hearing for the annual budget is the public's opportunity to make comments and suggestions about the budget proposed for the coming year. After the hearing, the Council can change the budget, then adopt it as amended unless the change increases total expenditures. If the Council decides to increase expenditures or increase the tax requirement after the Public Hearing Notice is published, the Notice must be amended and republished. Expenditure decreases have no impact on publication or public hearing requirements.

The Notice of Budget Hearing must be published at least ten days before the public hearing.

The proposed budget document for 2007 is not finished; however, it will be available for the Public Hearing.

If a majority of Council members believe the total for expenditures should be more than \$21,991,500 as listed in the Notice, a motion can be made at the Council meeting on July 17th or another worksession can be scheduled to determine the amount to be published. The Notice must be published no later than July 27th for the August 7th Public Hearing.

Options:

1. Schedule a meeting for additional discussion of the Proposed Budget for 2007 to determine the amount which can be published in the Notice. Notice of Public Hearing must be submitted to the newspaper by noon on July 25th.
2. Authorize publication of the attached Notice of Budget Hearing on the 2007 Budget in the amount of \$21,991,500. This option will be included on the Consent for your approval or revision.

Recommendation:

**AUTHORIZE PUBLICATION OF NOTICE OF HEARING FOR THE
2007 BUDGET IN THE AMOUNT OF \$21,991,500.**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

NOTICE OF BUDGET HEARING

The governing body of City of Prairie Village will meet on the 7th day of August, 2007 at 7:30 P.M., at 7700 Mission Road for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at 7700 Mission Rd and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2007 Expenditures and the Amount of 2006 Ad Valorem Tax establish the maximum limits of the 2007 budget. Est. Tax Rate* is subject to change depending on final assessed valuation.

Fund	2005		2005		Proposed Budget 2007		
	Prior Year Actual Expenditures	Actual Tax Rate*	Current Year Estimate of Expenditures	Actual Tax Rate*	Expenditures	Amount of 2004 Ad Valorem Tax	Est Tax Rate*
General Operating	13,142,701	13.967	15,768,768	13.961	19,332,538	3,994,780	14.081
Solid Waste Mgmt	1,203,865	0	1,211,955	0	1,260,489	0	
Special Highway	629,119	0	605,000	0	644,000	0	
Special Parks	80,000	0	80,000	0	100,000	0	
Special Alcohol	80,477	0	90,000	0	99,611	0	
Debt Service	551,338	1.876	553,720	1.759	554,862	464,893	1.639
Capital Projects	120,333	0	0	0	0	0	
Capital Projects	3,891,276	0	7,283,200	0	5,619,500	0	
Totals	19,699,109	15.843	25,592,643	15.72	27,611,000		15.72
Less: Transfers	3,505,769		4,620,300		5,619,500		
Net Expenditures	16,193,340		20,972,343		21,991,500		
Total Tax Levied	4,052,505		4,278,630		4,459,764		
Assessed Valuation	255,791,537		269,806,687		283,700,000		

	Outstanding Indebtedness, January 1		
	2004	2005	2006
GO Bonds	3,385,000	2,985,000	2,570,000
Revenue Bonds			
No-Fund Warrants			
Lease Purchase Principal			
Total	3,385,000	2,985,000	2,570,000

* Tax Rates are expressed in mills.

Official Title, City Clerk

**CONSIDER PROJECT 190860 – 2007 PAVING PROGRAM DESIGN
CONSULTANT FEES**

Background:

The consultant selection committee has selected HNTB to provide design services for Project 190860, 2007 Street Resurfacing Program. The Committee received nine proposals and interviewed four consultants.

Attached is the agreement for these services.

Financial Impact:

Funds are available in the Capital Infrastructure Program for the design services. The total fee for the project is \$241,600.

Recommendation:

Public Works staff recommends the City Council approve the agreement with HNTB for \$241,600 for design services for Project 190860.

EXHIBIT A - SCOPE OF SERVICES

2007 Street Resurfacing Program City Project No. 190860 Prairie Village, Kansas July 11, 2006

Project Description

The following scope of services and fee estimate are based on the services described below to produce construction documents for a select number of street resurfacing or reconstruction projects as outlined by the City of Prairie Village. The list of streets is as follows, and is described in further detail below:

1. 81st Street (Lamar Avenue to Dearborn Drive); Eaton Street (71st Terrace to 72nd Terrace); 78th Street (Booth Drive to Cambridge) – all previously designed by Affinis Corp.
2. 81st Street (Dearborn Drive to Nall Avenue)
3. Mohawk Drive (75th Street to 77th Street)
4. 73rd Street (Mission Road to Village Drive)
5. Briar Street Cul-de-sac (75th Street to north)
6. Birch Lane (87th Street to Rosewood Drive)

The projects will be developed in phases as outlined by the City's standard scope of services to include a Concept Phase, Preliminary Design Phase, Final Design Phase, and Bidding Phase. Construction administration, inspection, or shop drawing review services are not included with this scope of services and fee estimate. Design services include data collection, field evaluations, limited field surveys, coordination with geotechnical drilling company, coordination with utility companies and other agencies, plan production, contract documents, and quantity/cost estimating.

1. 81st Street (Lamar Avenue to Dearborn Drive); Eaton Street (71st Terrace to 72nd Terrace); 78th Street (Booth Drive to Cambridge) – all previously designed by Affinis Corp.

These project areas were previously designed by Affinis Corporation and included in the 2006 Street Resurfacing Program, but were removed from the construction package due to funding constraints. It is assumed that the sealed title sheet, typical sections, plan sheets, details, and all plan and specification information will be provided by Affinis Corporation for inclusion with the 2007 Street Resurfacing Program bid package. The plan sheets will be sealed by a professional engineer from Affinis Corporation and all previous quantity calculations, specifications and special provisions from this section of the 2006 Street Resurfacing Program will be provided. HNTB will not be modifying, reprinting or recalculating any portion of these areas under the following scope of services or fee estimate. Some coordination with Affinis Corporation staff will be necessary and is included in these services to assemble the final bid package and invite any Affinis Corporation staff to any necessary meetings with the City or contractors during the bidding phase.

Data Collection: N/A

Field Surveys: N/A

Plans: N/A

2. 81st Street (Dearborn Drive To Nall Avenue)

This project area is anticipated to be fully reconstructed including asphalt pavement, subgrade, and curbs from the east curb returns of Dearborn Drive to the edge of pavement of Nall Avenue. The full reconstruction will result in changes in profile grade of the road where necessary or beneficial to the project area, most likely near the lowpoint just east of Dearborn, at the crest between Reeds and Maple, and near the intersection with Maple to facilitate drainage of the northwest curb return of the Maple intersection. This curb return does not currently drain and is unsightly due to the ponding along the curb. The project limits are assumed to extend approximately 100 feet north on Maple for this reason. All other side streets are expected to be tied in with the project within the curb returns of 81st Street. All drive aprons will be reconstructed, and sidewalk is anticipated to be constructed on the north side. Drainage system improvements are expected to include modification of the drainage system at the lowpoint east of Dearborn to accommodate the new road profile while leaving as much of the existing system as possible, as well as adding a new curb inlet on the north curb line just west of Nall Avenue to collect drainage before it runs onto Nall Avenue. Minor sidewalk replacements along Nall and two new sidewalk ramps at the intersection are also anticipated.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement cores and geotechnical borings and recommendations from the City (coordinated by HNTB), existing drainage and pavement plans from the City, and existing plats as needed from Johnson County.

Field Surveys: Full topographic survey within the right-of-way and along all driveways to the garage, including joint locations. The surveys will extend approximately 100 feet north on Maple to include poorly draining curb. The surveys will also include: 1) Utility potholes/key locations (assumed 5 locations); 2) Pavement core and boring locations (assumes 10 locations).

Plans: 1) Typical section (assumes 1); 2) Plan sheets with centerline stationing, locations and dimensions of curb/pavement/drives/ramp replacements, and drainage improvements; 3) Roadway profiles; 4) Driveway Profiles; 5) Pipe profiles; 6) Standard Details; 7) Traffic Control Sheets (assumes only written narrative of detour routes for through traffic and language for maintaining access to residences); 8) Erosion and Sediment Control Sheets (only a basic layout of controls and standard details); 9) Cross Sections at 25' intervals

3. Mohawk Drive (75th Street to 77th Street)

This project area is anticipated to be mill and overlay of Mohawk Drive asphalt pavement from the south edge of pavement of 75th Street to the north edge of pavement of 77th Street. The two cul-de-sacs on Mohawk Drive are also included in the limits of this project area. The project will extend only to the east and west curb returns on 76th Street. Along with mill and overlay of the pavement, it is expected that several portions of the existing curb will be reconstructed to improve drainage or replace sections in need of repair. It is the intent to correct minor geometric flaws that may include bumps, dips, or loss of crown. Full depth replacement of asphalt pavement along the project at isolated locations is also anticipated and will be determined by field reconnaissance and pavement core evaluations during the concept phase of the project. Some drives and drainage system components are expected to be replaced or modified, including the inlet in the northern cul-de-sac, for instance. A new sidewalk is anticipated along this project, and 2 sidewalk ramps at 75th Street and 77th Streets are expected to be reconstructed. It is anticipated that an inlet is needed on the east side of Mohawk just south of 75th Street to capture runoff before going onto 75th Street, as well as to keep drainage from dropping sediments in the sidewalk ramp at the intersection.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement condition index from City, pavement cores from City (coordinated by HNTB), existing drainage and pavement plans from City, existing plats as needed from Johnson County.

Field Surveys: Centerline and edge of pavement elevations at 50' intervals to determine cross slope, detailed topography at the following spot locations: 1) Utility potholes/key locations (assumed 5 locations); 2)

Southeast corner 75th and Mohawk for drainage and ADA ramp design; 3) center island at 76th Street and Mohawk to determine cross slopes; 4) Southeast curb return of 76th Street and Mohawk that does not drain well; 5) Along one side of street from back of curb to ten feet beyond property line for design of sidewalk; 6) Pavement core locations (assumes 15 locations).

Plans: 1) Typical sections (assumes 3); 2) Plan sheets with centerline stationing, locations of mill and overlay, full depth replacement, curb/drive/ramp replacements, and drainage improvements; 3) Pipe profiles; 4) Driveway Profiles; 5) Standard Details; 6) Traffic Control Sheets (assumes only written narrative of detour routes for through traffic and language for maintaining access to residences).

4. 73rd Street (Mission Road to Village Drive)

This project area is anticipated to be mill and overlay of 73rd Street asphalt pavement from the west edge of pavement of Mission Road to the east edge of pavement of Village Drive. Along with mill and overlay of the pavement, it is expected that there will be full reconstruction of the existing curb and some portions of the existing sidewalk will be reconstructed to replace sections in need of repair. It is the intent to correct minor geometric flaws that may include bumps, dips, or loss of crown. Full depth replacement of asphalt pavement along the project at isolated locations is also anticipated and will be determined by field reconnaissance and pavement core evaluations during the concept phase of the project. All drive aprons and drainage system components are expected to be replaced or modified. Two sidewalk ramps at Mission Road and Village Drive are expected to be reconstructed. It is anticipated that the northeast curb return at Village Drive and 73rd Street will need to be reconstructed to eliminate a drainage problem in the curb. It is also expected that the large diameter existing trees that are impacting the curb and pavement will remain in place, but that certain portions of the root systems will be impacted by construction.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement condition index from City, pavement cores from City (coordinated by HNTB), existing drainage and pavement plans from City, existing plats as needed from Johnson County.

Field Surveys: Centerline and edge of pavement elevations at 50' intervals to determine cross slope, detailed topography at the following spot locations: 1) Utility potholes/key locations (assumed 5 locations); 2) Northeast corner 73rd and Village for drainage and ADA ramp design; 3) Drainage structures along 73rd Street and Village (5 locations); 4) Pavement core locations (assumes 15 locations).

Plans: 1) Typical sections (assumes 2); 2) Plan sheets with centerline stationing, locations of mill and overlay, full depth replacement, curb/drive/ramp replacements, and drainage improvements; 3) Pipe profiles; 4) Standard Details; 5) Traffic Control Sheets (assumes only written narrative of detour routes for through traffic and language for maintaining access to residences).

5. Briar Street Cul-de-sac (75th Street to north)

This project area is anticipated to be fully reconstructed including asphalt pavement, subgrade, and curbs from the north curb returns of 75th Street to the north terminus of Briar Street. The project will end at the west curb returns for 74th Terrace at the Briar Street intersection. The full reconstruction will not result in any significant changes in profile grade of the road. All drive aprons will be reconstructed, and sidewalk is anticipated to be constructed on one side of the street. However, if retaining walls are necessary, this scope of services does not include the design of these walls. Drainage system improvements are expected to include combining the east and west curb drainage to one flume at the northern limit of the project to tie into the existing flume to Brush Creek. A cul-de-sac design layout will be developed (for consideration) to improve the turning movements at this dead end street.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement cores and geotechnical borings and recommendations from the City (coordinated by HNTB), existing drainage and pavement plans from the City, and existing plats as needed from Johnson County.

Field Surveys: Full topographic survey within the right-of-way and along all driveways to the garage, including joint locations. The surveys will extend approximately 50 feet west on 74th Terrace. The surveys will also include: 1) Utility potholes/key locations (assumed 5 locations); 2) Pavement core and boring locations (assumes 5 locations).

Plans: 1) Typical section (assumes 1); 2) Plan sheets with centerline stationing, locations and dimensions of curb/pavement/drives/ramp replacements, and drainage improvements; 3) Roadway profiles; 4) Driveway Profiles; 5) Standard Details; 6) Traffic Control Sheets (assumes only written narrative of detour routes and language for maintaining access to residences); 7) Erosion and Sediment Control Sheets (only a basic layout of controls and standard details); 8) Cross Sections at 25' intervals

6. Birch Lane (87th Street to Rosewood Drive)

This project area is anticipated to be fully reconstructed including asphalt pavement, subgrade, and curbs from the south edge of pavement of 87th Street to the edge of pavement of Rosewood Drive. The full reconstruction will result in no significant changes in profile grade of the road. All drive aprons will be reconstructed, and sidewalk repairs are anticipated in spot locations as necessary on the east side. Two ADA sidewalk ramp replacements are expected at 87th Street and Rosewood Drive. The existing drainage system appears to have been recently upgraded, so it is anticipated that there will not be any storm drainage modifications.

Data Collection: AIMS mapping background and aerial from Johnson County, pavement cores and geotechnical borings and recommendations from the City (coordinated by HNTB), existing drainage and pavement plans from the City, and existing plats as needed from Johnson County.

Field Surveys: Full topographic survey within the right-of-way and along all driveways to the garage, including joint locations. The surveys will also include: 1) Utility potholes/key locations (assumed 5 locations); 2) Pavement core and boring locations (assumes 10 locations).

Plans: 1) Typical section (assumes 1); 2) Plan sheets with centerline stationing, locations and dimensions of curb/pavement/drives/ramp replacements, and drainage improvements; 3) Roadway profiles; 4) Standard Details; 5) Traffic Control Sheets (assumes only written narrative of detour routes for through traffic and language for maintaining access to residences); 6) Erosion and Sediment Control Sheets (only a basic layout of controls and standard details); 7) Cross Sections at 25' intervals

Project Schedule

The project schedule will be generally as follows:

Notice to Proceed: Anticipated July 18, 2006

Concept Phase Completed: September 15, 2006

Preliminary Plans to City: December 15, 2006

Final Plans to City: January 30, 2006

Advertise Project: February 28, 2006

Project Letting: March 30, 2006

Assumptions

1. City will contract directly with geotechnical drilling company to perform borings/cores as needed.
2. Existing plats and AIMS information will be used to develop property lines as needed. No title work will be obtained. Construction will be within the existing right-of-way, and generally no easements will be necessary for construction except for sidewalk easements in select locations (assumes 5 legal descriptions will be developed).

3. Future sidewalk locations will be staked along 81st Street, Briar Street, and Mohawk Drive for property owner viewing purposes.
4. Utility potholing will be performed by utility or contracted directly with the City. Field survey of utility potholes and locations will be performed (assumed to be a total of 25 locations for all project areas in this scope).
5. The only permit necessary for this program will be an NPDES Land Disturbance Permit (NOI) through KDHE for 81st Street, Birch Lane, and Briar Street.
6. Sidewalk ramp designs will be completed for each crossing of a public street or commercial entrance. Truncated domes are only necessary at public street crossings. Detailed elevations of points on ramps are not included, but instead the City standard details will be used to govern construction of ramps.
7. Traffic projections or analysis are not included in the services.
8. HNTB will be responsible for storm and sanitary sewer manhole adjustment plans. All other utility relocation plans will be developed by others. Utility coordination is limited to identifying utility locations, submitting plans to utilities, and requesting relocation designs and schedules.
9. The projects will be advertised and constructed along with the 2007 CARS Program Project No. 190862 using one set of plans and specifications.
10. The City will obtain right of entry from adjacent property owners as necessary to obtain field data and to allow for construction beyond the existing street right-of-way.
11. The projects will not impact private sprinkler systems, septic systems, electric dog fences or other appurtenances that would require design not specifically included in this scope of services.

**Exhibit B - Compensation Estimate
2007 Street Resurfacing Program
City Project No. 190860**

Scope/Fee Estimate

Tasks		Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
TASK 1 - CONCEPT PHASE										
1.1	Schedule and attend one startup meeting with City to confirm project goals, schedule, budget, and expectations	1	1	2	0	0	0	0	0	4
1.2	Review the list of work locations with applicable priorities as provided by the City	0	2	2	0	0	0	0	0	4
1.3	Review any criteria changes in the program	0	1	1	0	0	0	0	0	2
1.4	Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project	0	2	2	2	0	0	0	0	6
1.5	Conduct early field reconnaissance to evaluate and identify construction needs, limits, alignment, underground utilities, drainage problems, sidewalk issues, driveway issues, other special elements	0	12	24	0	0	0	0	0	36
1.6	Meet with the City to discuss project limits and issues	0	3	3	0	0	0	0	0	6
1.7	Determine coring locations and coordinate with Geotechnical firm for corings	0	1	4	4	0	0	0	0	9
1.8	Evaluate corings and pavement repair application	0	4	6	0	0	0	0	0	10
1.9	Identify all utilities that may be affected by the project and make contact with them to determine the facilities involved	0	1	2	4	0	0	0	0	7
1.10	Prepare a project schedule in Microsoft Project	0	1	3	0	0	0	0	0	4
1.11	Submit an opinion of probable project cost listing typical construction pay items, construction administration costs and any other project related costs. List a project contingency equal to 20 percent of the total of construction costs	0	2	8	16	0	0	0	0	26
1.12	Suggest additions or deductions to adjust the total project cost to equal approximately 1.20 times the project budget	0	2	2	4	0	0	0	0	8
1.13	Meet with the City to review costs and scope of project	0	2	2	0	0	0	0	0	4
1.14	Submit a report summarizing the project scope	1	2	6	12	0	0	0	0	21
1.15	QA/QC by Senior Level Engineer	0	4	0	0	0	0	0	0	4
1.16	Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City	0	1	1	2	0	0	0	0	4
Task 1 Totals:		2	41	68	44	0	0	0	0	155
Hourly Rate:		\$ 155	\$ 125	\$ 110	\$ 75	\$ 120	\$ 120	\$ 60	\$ 65	
Subtotal Labor Fee:		\$ 310	\$ 5,125	\$ 7,480	\$ 3,300	\$ -	\$ -	\$ -	\$ -	\$ 16,215

TASK 2 - PRELIMINARY DESIGN PHASE										
2.1	Conduct field reconnaissance to evaluate and identify:									
2.1.1	Issues determined in the concept phase	0	2	4	8	4	0	0	0	18
2.1.2	Identify existing drainage components in project area (size, material, capacity, storm design adequacy, and condition)	0	0	4	4	0	0	0	16	24
2.1.3	Need for drainage improvements	0	4	4	8	4	0	0	0	20
2.1.4	Need for pavement repairs	0	0	2	4	4	0	0	0	10
2.1.5	Need for sidewalk replacement	0	0	2	4	4	0	0	0	10
2.1.6	Need for curb and gutter replacement	0	0	2	4	4	0	0	0	10
2.1.7	Need for and limits of driveway replacement	0	0	2	4	4	0	0	0	10
2.1.8	Need for which type of ADA ramps	0	2	4	4	2	0	0	0	12
2.1.9	Location of existing pavement markings	0	0	0	1	0	0	0	0	1

**Exhibit B - Compensation Estimate
2007 Street Resurfacing Program
City Project No. 190860**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
2.1.10 Tree conflicts	0	0	0	2	0	0	0	0	2
2.1.11 Utility conflicts	0	0	0	0	0	0	0	0	0
2.1.11.1 Determine location and scope of relocation	0	1	2	4	0	0	0	0	7
2.1.11.2 Identify test pit locations of potential utility conflicts	0	1	2	4	0	0	0	0	7
2.1.12 Location of bench marks and section markers for all 5 projects	0	0	0	0	0	2	0	100	102
2.1.13 Perform GPS/Total Station mapping of 81st St.	0	0	0	0	0	4	0	120	124
2.1.14 Perform GPS/Total Station mapping of special design areas, sidewalk areas, and cross slopes on Mohawk Drive	0	0	0	0	0	4	0	80	84
2.1.15 Perform GPS/Total Station mapping of special design areas and cross slopes on 73rd St.	0	0	0	0	0	4	0	48	52
2.1.16 Perform GPS/Total Station mapping of Briar Street Cul-de-sac	0	0	0	0	0	4	0	80	84
2.1.17 Perform GPS/Total Station mapping of Birch Lane	0	0	0	0	0	4	0	120	124
2.1.18 Survey pavement core and boring locations on 81st St.	0	0	0	0	0	0	0	8	8
2.1.19 Survey pavement core locations on Mohawk Drive	0	0	0	0	0	0	0	12	12
2.1.20 Survey pavement core locations on 73rd St.	0	0	0	0	0	0	0	12	12
2.1.21 Survey pavement core locations on Briar Street Cul-de-sac	0	0	0	0	0	0	0	6	6
2.1.22 Survey pavement core locations on Birch Lane	0	0	0	0	0	0	0	8	8
2.1.23 Survey pothole locations on 81st St.	0	0	0	0	0	0	0	8	8
2.1.24 Survey pothole locations on Mohawk Drive	0	0	0	0	0	0	0	8	8
2.1.25 Survey pothole locations on 73rd St.	0	0	0	0	0	0	0	8	8
2.1.26 Survey pothole locations on Briar Street Cul-de-sac	0	0	0	0	0	0	0	8	8
2.1.27 Survey pothole locations on Birch Lane	0	0	0	0	0	0	0	8	8
2.2 Prepare preliminary construction plans (80%)									
2.2.1 Prepare a project title sheet	0	0	0	1	0	0	2	0	3
2.2.2 Prepare general site plan showing house outline, street, elevations, trees, address and owner names based on latest AIMS coverage data, field surveys, as well as boring locations	0	2	8	16	0	0	60	0	86
2.2.3 Prepare plan and profiles for street and drainage showing best information for all utility conflicts and test pits for location identification including drainage, sanitary sewer, water, gas, electric, telephone, drainage, signals, street lights									
2.2.3.1 Prepare Typical Sections (Assumes a total of 8)	1	2	4	16	0	0	16	0	39
2.2.3.2 Plan and profile sheets for street to be reconstructed (81st St., Briar Street, Birch Lane) (Assumes 10 sheets @ 1"=20')	2	32	100	200	0	0	150	0	484
2.2.3.3 Plan sheets for streets to be milled and overlaid (73rd St. & Mohawk) (Assumes 7 sheets @ 1"=20')	1	8	12	40	0	0	60	0	121
2.2.3.4 Intersection details and details of special design areas (Assumes 12 sheets @ 1"=10')	0	4	12	60	0	0	40	0	116
2.2.3.5 Prepare driveway profile sheets for 81st St., Mohawk Drive, and Briar Street only (Assumes 50 driveways and 9 sheets)	0	2	12	40	0	0	30	0	84
2.2.3.6 Develop storm sewer improvements and profiles (Assumes 5 sheets)	1	4	8	32	0	0	24	0	69
2.2.4 Prepare a cross section plan of typical sections for significant changes in final elevations or critical construction locations. (Assumes 60 sections on 81st St., 60 sections on Mohawk Drive, 60 sections on Birch Lane, 30 sections on Briar Street only)	0	4	16	120	0	0	20	0	160
2.2.5 Prepare a standard and special detail plan showing City details, drawings and other special details pertinent to the project	0	2	4	8	0	0	20	0	34
2.2.6 Prepare an easement plan of intended construction and required easements (both permanent and temporary) as well as right of entry	0	2	4	8	0	0	4	0	18

**Exhibit B - Compensation Estimate
2007 Street Resurfacing Program
City Project No. 190860**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
2.2.7 Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction	0	2	4	8	0	0	8	0	22
2.2.8 Prepare an erosion and sediment control plan showing all areas to be controlled during construction (81st St., Briar Street, and Birch Lane only)	0	2	4	12	0	0	8	0	26
2.3 QA/QC by Senior Level Engineer	0	8	0	0	0	0	0	0	8
2.4 Establish existing right of way and lot lines	0	0	0	0	0	60	16	0	76
2.5 Prepare all easement documents and submit to City (assumes 5 legal descriptions)	0	1	1	5	0	5	0	0	12
2.6 Present one set of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts	0	1	1	2	0	0	2	0	6
2.7 Present one set of preliminary plans for City review	0	1	1	1	0	0	1	0	4
2.8 Participate in a public meeting to present project intentions (Includes preparation for meeting with one exhibit)	2	4	4	8	0	0	8	0	26
2.9 Present draft of detail specifications (green pages) and special conditions (pink pages) for City review	2	4	12	0	0	0	0	0	18
2.10 Present a detailed opinion of probable construction cost including a compilation of typical and non-typical construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent	0	1	4	32	0	0	0	0	37
2.11 Suggest additions or deductions to adjust the total project cost to equal approximately 1.15 times the project budget	1	1	2	4	0	0	0	0	8
2.12 Attend and publish minutes of all meetings (held at least monthly) and disperse to City representative and all other attendees within five working days. (Assumes 3 meetings)	0	6	6	0	0	0	0	0	12
2.13 Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City	0	0	0	2	0	0	2	0	4
2.14 Conduct a field check with the City	0	4	4	0	0	0	0	0	8
2.15 Prepare and submit NPDES permit for 81st St., Briar St., and Birch Lane	0	2	4	8	0	0	4	0	18
2.16 Stake future sidewalk locations on 81st Street, Mohawk, and Briar Street	0	1	2	0	0	0	0	48	51
Task 2 Totals:	10	110	257	674	26	87	475	698	2337
Hourly Rate:	\$ 155	\$ 125	\$ 110	\$ 75	\$ 120	\$ 120	\$ 60	\$ 65	
Subtotal Labor Fee:	\$ 1,550	\$ 13,750	\$ 28,270	\$ 50,550	\$ 3,120	\$ 10,440	\$ 28,500	\$ 45,370	\$ 181,550

TASK 3 - FINAL DESIGN PHASE									
3.1 Prepare final design documents based on preliminary plans and comments received from City and other review agencies	0	16	32	80	0	0	60	0	188
3.2 Coordination with Affinis Corp. on 81st Street, Eaton Street, and 78th Street bid package preparation	0	4	8	0	0	0	0	0	12
3.3 Prepare final project manual	1	4	20	0	0	0	0	0	25
3.4 Present one set of final design plans and specifications for City review	0	0	1	1	0	0	1	0	3
3.5 Submit one set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans	0	1	1	2	0	0	2	0	6
3.6 Request utility comments and construction schedule	0	1	2	8	0	0	0	0	11
3.7 Prepare a final opinion of probable construction cost including a compilation of construction pay items with quantities and current unit cost estimates	1	2	16	32	0	0	0	0	51
3.8 Prepare all bid documents using the City's standard bid and contract	1	2	4	0	0	0	0	0	7
3.9 QA/QC by Senior Level Engineer	0	8	0	0	0	0	0	0	8

**Exhibit B - Compensation Estimate
2007 Street Resurfacing Program
City Project No. 190860**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
3.10 Attend and publish minutes of all meetings and disperse to City representative and all other attendees within five working days. (Assumes 2 meetings)	0	4	4	0	0	0	0	0	8
3.11 Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City	0	0	0	2	0	0	2	0	4
Task 3 Totals:	3	42	88	125	0	0	65	0	323
Hourly Rate:	\$ 155	\$ 125	\$ 110	\$ 75	\$ 120	\$ 120	\$ 60	\$ 65	
Subtotal Labor Fee:	\$ 465	\$ 5,250	\$ 9,680	\$ 9,375	\$ -	\$ -	\$ 3,900	\$ -	\$ 28,670

TASK 4 - BIDDING PHASE									
Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
4.1 Provide the City a notice of bid for publication	0	0	1	1	0	0	0	0	2
4.2 Mail bid notice to potential contractors	0	0	0	2	0	0	0	0	2
4.3 Provide plans, bid documents, and specifications for potential bidders to purchase at a cost not to exceed \$120.00	0	0	0	2	0	0	2	0	4
4.4 Provide all utilities with bid set of plans and request attendance at pre-bid meeting	0	0	0	2	0	0	2	0	4
4.5 Conduct a pre-bid meeting and answer any questions as addenda to the contract bid	0	2	3	0	0	0	0	0	5
4.6 After pre-bid meeting, prepare minutes and addenda. Distribute prior to bid opening	1	1	2	4	0	0	2	0	10
4.7 Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet	0	1	2	0	0	0	0	0	3
4.8 Attend bid opening and check all bids for accuracy	0	2	2	2	0	0	0	0	6
4.9 Evaluate the bidders and make a recommendation of award to the City	0	1	1	0	0	0	0	0	2
4.10 Assemble five construction documents including bonds for execution by the contractor and the City	0	1	1	2	0	0	0	0	4
4.11 Submit contractor signed contract documents to the City for execution and award	0	0	1	2	0	0	0	0	3
4.12 Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City	0	0	1	1	0	0	1	0	3
Task 4 Totals:	1	8	14	18	0	0	7	0	48
Hourly Rate:	\$ 155	\$ 125	\$ 110	\$ 75	\$ 120	\$ 120	\$ 60	\$ 65	
Subtotal Labor Fee:	\$ 155	\$ 1,000	\$ 1,540	\$ 1,350	\$ -	\$ -	\$ 420	\$ -	\$ 4,465

Total Labor Hours	16	201	427	861	26	87	547	698	2863
% of Project Hours	1%	7%	15%	30%	1%	3%	19%	24%	
Total Labor Fee	\$ 2,480	\$ 25,125	\$ 46,970	\$ 64,575	\$ 3,120	\$ 10,440	\$ 32,820	\$ 45,370	\$ 230,900

Expenses:	Transportation	\$ 400
	Printing and Misc.	\$ 9,300
	AIMS Mapping	\$ 1,000

Total Labor and Expenses: \$ 241,600

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT 190860: 2007 PAVING PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this 17th day of July, 2006, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and HNTB Corp., a corporation with offices at 715 Kirk Drive, Kansas City, Missouri 64105, hereinafter called the "Consultant".

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 190860: 2007 Paving Program, hereinafter called the "Project",

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

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

1. CITY RESPONSIBILITIES

- 1.1. The City shall has designated the Manager of Engineering Services, Mr. Thomas Trienens, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant's services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the in formation provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.

- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded \$1,912,000 for this project with this proposed list of streets:
 - 1.6.1. 81st Street (Dearborn Drive to Nall Avenue) Reconstruction
 - 1.6.2. Birch Lane (87th Street to Rosewood Drive) Reconstruction
 - 1.6.3. Briar Street (75th Street to 74th Terrace) Reconstruction
 - 1.6.4. 73rd Street (Mission Road to Village Drive) Mill & Overlay
 - 1.6.5. Mohawk Drive (75th Street to 77th Street) Mill and Overlay

2. CONSULTANT RESPONSIBILITIES

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3. SCOPE OF SERVICES

- 3.1. Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks.

3.2. Concept Phase

- 3.2.1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. At this meeting the City will review philosophical changes in the program.
- 3.2.2. Review the list of work locations with applicable priorities as provided by the City
- 3.2.3. Review any criteria changes in the program
- 3.2.4. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project
- 3.2.5. Make on-site field investigations to define and to witness construction needs, limits, alignment, underground utilities, drainage problems, sidewalk issues, driveway issues and other special elements of the Project.
- 3.2.6. Identify all utilities that may be affected by the project and make contact with the utility to determine the facilities involved
- 3.2.7. Prepare a project schedule in Microsoft Project
- 3.2.8. Submit an opinion of probable project cost listing typical construction pay items, construction administration costs and any other project related costs. Add a project contingency equal to 20 percent of the total of construction costs and estimated Construction Administration fee.
- 3.2.9. Suggest additions or deductions to adjust the total project cost to equal approximately 1.20 times the project budget
- 3.2.10. Submit a report summarizing the project scope containing a list of streets, description of intended construction, probable construction cost per street, and location of new sidewalks.
- 3.2.11. Submit one full size plus one half size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City.

3.3. Preliminary Design Phase

- 3.3.1. Prepare preliminary construction documents showing the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.3.2. Conduct field reconnaissance to evaluate and identify:
 - 3.3.2.1. Issues determined in the concept phase
 - 3.3.2.2. Need for full depth pavement repairs
 - 3.3.2.3. Need for sidewalk replacement
 - 3.3.2.4. Location for new sidewalk
 - 3.3.2.5. Need for curb and gutter replacement
 - 3.3.2.6. Need for and limits of driveway replacement
 - 3.3.2.7. Need for which type of ADA ramps
 - 3.3.2.8. Condition of drainage system by observing water flow during, immediately after and after three days with no rain
 - 3.3.2.9. Location and condition of existing storm drainage system.
 - 3.3.2.10. Utility locations
- 3.3.3. Determine existing pavement elevations every 50 feet parallel to center line at the center line, gutter, at gutter elevation at center of ADA ramp and property line, and 12 feet perpendicular to center line for evaluating cross slope and profile.
- 3.3.4. Determine pavement thickness to a coring schedule as approved by City
- 3.3.5. Determine drainage improvements after consultation with City and City Drainage Consultant
- 3.3.6. Record location of existing traffic markings and review for compliance with MUTCD and City standards
- 3.3.7. Identify tree conflicts
- 3.3.8. Identify location and scope of relocation through test pit locations of potential utility conflicts
- 3.3.9. Identify location of bench marks and section markers
- 3.3.10. Prepare preliminary construction plans
- 3.3.11. Prepare a project title sheet
- 3.3.12. Prepare general site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature
- 3.3.13. Prepare plan and profiles for street reconstruction showing all utility, including drainage, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits
- 3.3.14. Prepare a cross section plan of typical sections for significant changes in final elevations or critical construction locations
- 3.3.15. Prepare a detail plan showing City details drawings and other special details pertinent to the project
- 3.3.16. Prepare an easement plan of existing and intended construction and required easements (both permanent and temporary) as well as any right of entry
- 3.3.17. Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction

- 3.3.18. Prepare an erosion and sediment control plan showing all areas to be controlled during construction.
- 3.3.19. Present one set (one full size and one half size) of preliminary (80% completion) construction plans for City review that include:
 - 3.3.19.1. Cover sheet
 - 3.3.19.2. Typical sections
 - 3.3.19.3. Standard and special details
 - 3.3.19.4. Plan and profile for streets to be reconstructed
 - 3.3.19.5. Plan for streets to be milled and overlaid
 - 3.3.19.6. Plan and profile for drainage improvements
 - 3.3.19.7. Plan and profile for new sidewalk construction
 - 3.3.19.8. Plan for traffic markings and traffic control during construction
 - 3.3.19.9. Erosion control plan
 - 3.3.19.10. Plan showing property, easements and right-of-way locations and ownership
- 3.3.20. Prepare all easement documents and submit to City in a form acceptable to Johnson County
- 3.3.21. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts
- 3.3.22. Conduct a field check with City
- 3.3.23. Participate in a public meeting to present project specifics
- 3.3.24. Present draft of detail specifications and special conditions for City review
- 3.3.25. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent plus estimate of Construction Administration Fee
- 3.3.26. Suggest additions or deductions to adjust the total project cost to equal approximately 1.15 times the project budget.
- 3.3.27. Publish minutes of all monthly project review meetings and disperse the minutes to City representative and all other attendees within five working days.
- 3.3.28. Submit one full size plus one half-size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City.

3.4. Final Design Phase

- 3.4.1. Prepare final design documents base of review and comments from City and other review agencies of the preliminary plans
- 3.4.2. Present final project manual for City review
- 3.4.3. Prepare and submit to City two copies of legal description for permanent and temporary easements, and any right-of-entry documents in approved Johnson County Register of Deeds format.
- 3.4.4. Present one full size plus one half size set of final design plans and specifications for City review
- 3.4.5. Submit one half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 3.4.6. Request utility comments and construction schedule.

- 3.4.7. Prepare a final opinion of probable construction cost.
- 3.4.8. Prepare all bid documents using the City's standard documents.
- 3.4.9. Publish minutes of all project review meetings and disperse to City representative and all other attendees within five working days.
- 3.4.10. Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCad of all documents for review by the City.

3.5. Bidding Phase

- 3.5.1. Provide the City a notice of bid for publication.
- 3.5.2. Mail notice to bid to potential contractors and plan houses
- 3.5.3. Provide to printing house plans, bid documents, and specifications for potential bidders to purchase
- 3.5.4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
- 3.5.5. Conduct a pre-bid meeting
- 3.5.6. Publish minutes of all pre-bid meeting and disperse to City representative and all other attendees within five working days.
- 3.5.7. If necessary after pre-bid meeting, prepare and distribute addenda prior to bid opening.
- 3.5.8. Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet.
- 3.5.9. Attend bid opening
- 3.5.10. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
- 3.5.11. Assemble five sets construction documents including bonds for execution by the contractor and the City.
- 3.5.12. Submit contractor signed contract documents to the City for execution and award.
- 3.5.13. Submit one full size plus one half-size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCad of all documents for review by the City.
- 3.5.14. Consultant will also be responsible to incorporate some previous street design by Affinis Corporation.

4. TIME SCHEDULE

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

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

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement.

Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.2. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Concept Phase	Due by September 15, 2006
Preliminary Design Phase	Due by December 15, 2006
Final Design Phase	Due by January 30, 2007
Bidding Phase	Due by March 30, 2007

5. **COMPENSATION**

- 5.1. The City agrees to pay the Consultant as maximum compensation for the scope of services the following fees:

Concept Phase	Total Maximum Fee	\$ <u>16,965.00</u>
Preliminary Design Phase	Total Maximum Fee	\$ <u>190,000.00</u>
Final Design Phase	Total Maximum Fee	\$ <u>29,960.00</u>
Bidding Phase	Total Maximum Fee	\$ <u>4,675.00</u>
Total Fees		\$ <u>241,600.00</u>

- 5.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4. All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.
- 5.5. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6. **GENERAL PROVISIONS**

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and

best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

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

- 6.4 **Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

6.4.2 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

6.4.3 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

6.6 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.

6.7 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

6.8 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

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

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

City:

City of Prairie Village, Kansas

By:

Ronald L. Shaffer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

HNTB Corp.

By

Joseph R. Brand, P.E.

Address for giving notices:

HNTB Corp
7450 West 130th Street, Suite 400
Overland Park, Kansas 66213

Telephone: 913-491-9333

APPROVED AS TO FORM BY:

Charles E. Wetzler, City Attorney

CONSIDER PROJECT 190862 – 2007 CARS PROGRAM, 75TH
STREET (NALL AVENUE TO MISSION ROAD) DESIGN
CONSULTANT FEES

Background:

The consultant selection committee has selected HNTB to provide design services for Project 190862, 75th Street (Nall Avenue to Mission Road) The Committee received nine proposals and interviewed four consultants.

Attached is the agreement for these services.

Financial Impact:

Funds are available in the Capital Infrastructure Program for the design services. The total fee for the project is \$91,500.00

Recommendation:

Public Works staff recommends the City Council approve the agreement with HNTB for \$91,500.00 for design services for Project 190862.

EXHIBIT A - SCOPE OF SERVICES

2007 CARS Program - 75th Street (Nall Avenue to Mission Road) City Project No. 190862 Prairie Village, Kansas July 11, 2006

Project Description

The following scope of services and fee estimate are based on the services described below to produce construction documents for the mill and overlay of 75th Street from Nall Avenue to Mission Road. This project is receiving funding assistance from Johnson County, Kansas through the CARS Program and is subject to the policies and requirements of that agency. The project will be developed in phases as outlined by the City's standard scope of services to include a Concept Phase, Preliminary Design Phase, Final Design Phase, and Bidding Phase. Construction administration, inspection, or shop drawing review services are not included with this scope of services and fee estimate. Design services include data collection, field evaluations, limited field surveys, coordination with geotechnical drilling company, coordination with utility companies and other agencies, plan production, contract documents, and quantity/cost estimating.

The project is anticipated to be mill and overlay of 75th Street asphalt pavement from the east curb returns at Nall Avenue to the west limits of the recent Mission Road improvements, including the intersection at Roe Avenue. Along with mill and overlay of the pavement, it is expected that several portions of the existing curb and sidewalk will be reconstructed to improve drainage or replace sections in need of repair. It is the intent to correct minor geometric flaws that may include bumps, dips, or loss of crown. Full depth replacement of asphalt pavement at isolated locations on 75th Street is also anticipated and will be determined by field reconnaissance and pavement core evaluations during the concept phase of the project. The north and south approaches at Roe Avenue extending approximately 100 feet beyond the curb returns will also be included with this project. It is anticipated that these approaches will be full depth concrete pavement, along with the east and west approaches on 75th Street. Concrete approaches are also anticipated on 75th Street at the signalized intersection at Delmar and the east leg of the Nall Avenue intersection. The intersecting side streets are not part of the project, but evaluation of the curb returns for these side streets is included. Some drives and drainage system components are expected to be replaced or modified, including the Masonic Lodge driveway between Roe and Nall, a residential drive east of Roe on the south side that does not drain, ensuring runoff gets into the inlet at the southeast corner of 75th and Fontana, and adding an inlet to the northwest corner of 75th and Delmar to reduce bypass running north on Delmar, for instance. All of the sidewalk ramps and associated curbs will be reconstructed to current ADA standards (approximately 50 ramps).

Data Collection: AIMS mapping background and aerial from Johnson County, pavement condition index from the City, pavement cores from the City (coordinated by HNTB), existing drainage and pavement plans from the City, and existing plats as needed from Johnson County.

Field Surveys: Centerline, lane lines, and edge of pavement elevations at 50' intervals to determine cross slope, and detailed topography at the following spot locations: 1) Utility potholes/key locations (assumed 5 locations); 2) Masonic Lodge Drive and drainage system; 3) 75th and Briar due to drainage issues at the intersection; 4) Residential drive east of Roe, south side of 75th Street that does not drain; 5) Southeast corner of 75th and Fontana to determine drainage patterns; 6) Drainage system near 75th and Delmar to determine if new inlet can be added on northwest corner; 7) Residential drive east of Delmar, north side of 75th Street for drainage purposes; 8) Drainage system near 75th and Village to determine if new inlet can be added to northeast corner; 9) Pavement core locations (assumes 25 locations).

Plans: 1) Typical sections (assumes 3); 2) Plan sheets with centerline stationing, locations of mill and overlay, full depth replacement, curb/sidewalk/drive/ramp replacements, and drainage improvements; 3) Pipe profiles; 4) Standard Details; 5) Traffic Control Sheets (assumes creating a basic sequence of construction, general notes, and detour routes – detailed layouts of lane shifts, tapers, etc. are to be covered by typical standard details).

Project Schedule

The project schedule will be generally as follows:

Notice to Proceed: Anticipated July 18, 2006
Concept Phase Completed: September 15, 2006
Preliminary Plans to City: December 15, 2006
Final Plans to City: January 30, 2006
Advertise Project: February 28, 2006
Project Letting: March 30, 2006

Assumptions

1. City will contract directly with geotechnical drilling company to perform borings/cores as needed.
2. Existing plats and AIMS information will be used to develop property lines as needed. No title work will be obtained. Construction will be within the existing right-of-way, and generally no easements will be necessary.
3. The projects will not require modifications to the existing traffic signal equipment or pavement loops. Any necessary impacts or adjustments will be coordinated by City lease agreement with KCP&L.
4. Utility potholing will be performed by utility or contracted directly with the City. Field survey of utility potholes and locations will be performed (assumed to be a total of 5 locations).
5. Sidewalk ramp designs will be completed for each crossing of a public street or commercial entrance. Truncated domes are only necessary at public street crossings. Detailed elevations of points on ramps are not included, but instead the City standard details will be used to govern construction of ramps.
6. The existing retaining walls along the projects will not be impacted by construction. No modification or reconstruction of the walls is included.
7. Traffic projections or analysis are not included in the services.
8. The existing detention basins along the south side of 75th Street will not be impacted by changes to the hydraulics of the storm drainage system or any other physical impacts.
9. HNTB will be responsible for storm and sanitary sewer manhole adjustment plans. All other utility relocation plans will be developed by others. Utility coordination is limited to identifying utility locations, submitting plans to utilities, and requesting relocation designs and schedules.
10. This project will be advertised and constructed along with the 2007 Street Resurfacing Program Project No. 190860 using one set of plans and specifications.
11. The City will obtain right of entry from adjacent property owners as necessary to obtain field data and to allow for construction beyond the existing street right-of-way.
12. City will provide maintenance truck with flashing arrow to drive behind survey crew along 75th Street while taking pavement shots.
13. The projects will not impact private sprinkler systems, septic systems, electric dog fences or other appurtenances that would require design not specifically included in this scope of services.

**Exhibit B - Compensation Estimate
2007 CARS Program – 75th Street (Nall Avenue to Mission Road)
City Project No. 190862**

Scope/Fee Estimate

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
TASK 1 - CONCEPT PHASE									
1.1 Schedule and attend one startup meeting with City to confirm project goals, schedule, budget, and expectations	1	2	2	0	0	0	0	0	5
1.2 Review the list of work locations with applicable priorities as provided by the City	0	2	2	0	0	0	0	0	4
1.3 Review any criteria changes in the program	0	1	1	0	0	0	0	0	2
1.4 Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project	0	2	2	2	0	0	0	0	6
1.5 Conduct early field reconnaissance to evaluate and identify construction needs, limits, alignment, underground utilities, drainage problems, sidewalk issues, driveway issues, other special elements	0	4	8	0	0	0	0	0	12
1.6 Meet with the City to discuss project limits and issues	0	2	2	0	0	0	0	0	4
1.7 Determine coring locations and coordinate with Geotechnical firm for corings	0	1	2	2	0	0	0	0	5
1.8 Evaluate corings and pavement repair application	0	2	4	0	0	0	0	0	6
1.9 Identify all utilities that may be affected by the project and make contact with them to determine the facilities involved	0	1	2	4	0	0	0	0	7
1.10 Prepare a project schedule in Microsoft Project	0	1	3	0	0	0	0	0	4
1.11 Submit an opinion of probable project cost listing typical construction pay items, construction administration costs and any other project related costs. List a project contingency equal to 20 percent of the total of construction costs	0	2	4	8	0	0	0	0	14
1.12 Suggest additions or deductions to adjust the total project cost to equal approximately 1.20 times the project budget	0	2	2	4	0	0	0	0	8
1.13 Meet with the City to review costs and scope of project	0	2	2	0	0	0	0	0	4
1.14 Submit a report summarizing the project scope	1	2	4	8	0	0	0	0	15
1.15 QA/QC by Senior Level Engineer	0	2	0	0	0	0	0	0	2
1.16 Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City	0	1	1	2	0	0	0	0	4
Task 1 Totals:	2	29	41	30	0	0	0	0	102

Hourly Rate: \$ 155 \$ 125 \$ 110 \$ 75 \$ 120 \$ 120 \$ 60 \$ 65
Subtotal Labor Fee: \$ 310 \$ 3,625 \$ 4,510 \$ 2,250 \$ - \$ - \$ - \$ - \$ 10,695

TASK 2 - PRELIMINARY DESIGN PHASE									
2.1 Conduct field reconnaissance to evaluate and identify:									
2.1.1 Issues determined in the concept phase	0	1	2	4	2	0	0	0	9
2.1.2 Identify existing drainage components in project area (size, material, capacity, storm design adequacy, and condition)	0	0	2	2	0	0	0	8	12
2.1.3 Need for drainage improvements	0	2	2	8	3	0	0	0	15
2.1.4 Need for pavement repairs	0	0	1	2	2	0	0	0	5
2.1.5 Need for sidewalk replacement	0	0	1	2	3	0	0	0	6

Exhibit B - Compensation Estimate
2007 CARS Program – 75th Street (Nail Avenue to Mission Road)
City Project No. 190862

Tasks		Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
2.1.6	Need for curb and gutter replacement	0	0	1	2	2	0	0	0	5
2.1.7	Need for and limits of driveway replacement	0	0	1	2	2	0	0	0	5
2.1.8	Need for which type of ADA ramps	0	1	2	2	2	0	0	0	7
2.1.9	Location of existing pavement markings	0	0	0	1	0	0	0	0	1
2.1.10	Tree conflicts	0	0	0	1	0	0	0	0	1
2.1.11	Utility conflicts									
2.1.11.1	Determine location and scope of relocation	0	1	2	3	0	0	0	0	6
2.1.11.2	Identify test pit locations of potential utility conflicts	0	1	2	3	0	0	0	0	6
2.1.12	Location of bench marks and section markers	0	0	0	0	0	1	0	48	49
2.1.13	Perform GPS/Total Station mapping of special design areas and cross slopes on 75th St.	0	0	0	0	0	6	0	120	126
2.1.14	Survey pavement core locations on 75th St.	0	0	0	0	0	0	0	16	16
2.1.15	Survey pothole locations on 75th St.	0	0	0	0	0	0	0	16	16
2.2	Prepare preliminary construction plans (80%)									
2.2.1	Prepare a project title sheet	0	0	0	1	0	0	2	0	3
2.2.2	Prepare general site plan showing house outline, street, elevations, trees, address and owner names based on latest AIMS coverage data, field surveys, as well as boring locations	0	1	2	4	0	0	16	0	23
2.2.3	Prepare plan and profiles for street and drainage showing best information for all utility conflicts and test pits for location identification including drainage, sanitary sewer, water, gas, electric, telephone, drainage, signals, street lights									
2.2.3.1	Prepare Typical Sections (Assumes a total of 3)	0	1	3	6	0	0	6	0	16
2.2.3.2	Plan sheets for 75th Street (Assumes 13 sheets @ 1"=20')	1	12	20	32	0	0	100	0	165
2.2.3.3	Intersection details and details of special design areas (Assumes 6 sheets @ 1"=10')	0	2	6	32	0	0	20	0	60
2.2.3.4	Concrete joint layout sheets (Assumes 2 sheets and 8 total approaches on 75th St.)	0	0	2	8	2	0	8	0	20
2.2.3.5	Develop storm sewer improvements and profiles (Assumes 2 sheets)	1	2	4	16	0	0	12	0	35
2.2.4	Prepare a standard and special detail plan showing City details, drawings and other special details pertinent to the project	0	2	4	8	0	0	20	0	34
2.2.5	Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction	0	2	4	8	0	0	8	0	22
2.3	QA/QC by Senior Level Engineer	0	4	0	0	0	0	0	0	4
2.4	Establish existing right of way and lot lines	0	0	0	0	0	4	2	0	6
2.5	Present one set of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts	0	0	1	2	0	0	2	0	5
2.6	Present one set of preliminary plans for City review	0	1	1	1	0	0	1	0	4
2.7	Participate in a public meeting to present project intentions (Includes preparation for meeting with one exhibit)	1	2	2	4	0	0	4	0	13
2.10	Present draft of detail specifications (green pages) and special conditions (pink pages) for City review	2	4	12	0	0	0	0	0	18
2.11	Present a detailed opinion of probable construction cost including a compilation of typical and non-typical construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent	1	1	4	16	0	0	0	0	22

Exhibit B - Compensation Estimate
2007 CARS Program – 75th Street (Nail Avenue to Mission Road)
City Project No. 190862

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
2.12 Suggest additions or deductions to adjust the total project cost to equal approximately 1.15 times the project budget	1	1	2	4	0	0	0	0	8
2.13 Attend and publish minutes of all meetings (held at least monthly) and disperse to City representative and all other attendees within five working days. (Assumes 3 meetings)	0	6	6	0	0	0	0	0	12
2.14 Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City	0	0	0	2	0	0	2	0	4
2.15 Conduct a field check with the City	0	2	2	0	0	0	0	0	4
Task 2 Totals:	7	49	91	176	18	11	203	208	763
Hourly Rate:	\$ 155	\$ 125	\$ 110	\$ 75	\$ 120	\$ 120	\$ 60	\$ 65	
Subtotal Labor Fee:	\$ 1,085	\$ 6,125	\$ 10,010	\$ 13,200	\$ 2,160	\$ 1,320	\$ 12,180	\$ 13,520	\$ 59,600

TASK 3 - FINAL DESIGN PHASE									
3.1 Prepare final design documents based on preliminary plans and comments received from City and other review agencies	0	6	12	20	0	0	20	0	58
3.2 Prepare final project manual	1	4	12	0	0	0	0	0	17
3.3 Present one set of final design plans and specifications for City review	0	0	1	1	0	0	1	0	3
3.4 Submit one set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans	0	1	1	2	0	0	2	0	6
3.5 Request utility comments and construction schedule	0	1	2	8	0	0	0	0	11
3.6 Prepare a final opinion of probable construction cost including a compilation of construction pay items with quantities and current unit cost estimates	1	1	8	16	0	0	0	0	26
3.7 Prepare all bid documents using the City's standard bid and contract	1	2	4	0	0	0	0	0	7
3.8 QA/QC by Senior Level Engineer	0	4	0	0	0	0	0	0	4
3.9 Attend and publish minutes of all meetings and disperse to City representative and all other attendees within five working days. (Assumes 2 meetings)	0	4	4	0	0	0	0	0	8
3.10 Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City	0	0	0	2	0	0	2	0	4
Task 3 Totals:	3	23	44	49	0	0	25	0	144
Hourly Rate:	\$ 155	\$ 125	\$ 110	\$ 75	\$ 120	\$ 120	\$ 60	\$ 65	
Subtotal Labor Fee:	\$ 465	\$ 2,875	\$ 4,840	\$ 3,675	\$ -	\$ -	\$ 1,500	\$ -	\$ 13,355

TASK 4 - BIDDING PHASE									
4.1 Provide the City a notice of bid for publication	0	0	1	1	0	0	0	0	2
4.2 Mail bid notice to potential contractors	0	0	0	2	0	0	0	0	2
4.3 Provide plans, bid documents, and specifications for potential bidders to purchase at a cost not to exceed \$120.00	0	0	0	2	0	0	2	0	4
4.4 Provide all utilities with bid set of plans and request attendance at pre-bid meeting	0	0	0	2	0	0	2	0	4
4.5 Conduct a pre-bid meeting and answer any questions as addenda to the contract bid	0	2	3	0	0	0	0	0	5
4.6 After pre-bid meeting, prepare minutes and addenda. Distribute prior to bid opening	1	1	2	4	0	0	2	0	10
4.7 Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet	0	1	2	0	0	0	0	0	3
4.8 Attend bid opening and check all bids for accuracy	0	2	2	2	0	0	0	0	6

**Exhibit B - Compensation Estimate
2007 CARS Program – 75th Street (Nall Avenue to Mission Road)
City Project No. 190862**

Tasks	Principal	Project Manager	Project Engineer	Engineer	Const. Engineer	Survey Manager	Technician	Field Surveyor	TOTAL
4.9 Evaluate the bidders and make a recommendation of award to the City	0	1	1	0	0	0	0	0	2
4.10 Assemble five construction documents including bonds for execution by the contractor and the City	0	1	1	2	0	0	0	0	4
4.11 Submit contractor signed contract documents to the City for execution and award	0	0	1	2	0	0	0	0	3
4.12 Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City	0	0	1	1	0	0	1	0	3
Task 4 Totals:	1	8	14	18	0	0	7	0	48

Hourly Rate:	\$ 155	\$ 125	\$ 110	\$ 75	\$ 120	\$ 120	\$ 60	\$ 65	
Subtotal Labor Fee:	\$ 155	\$ 1,000	\$ 1,540	\$ 1,350	\$ -	\$ -	\$ 420	\$ -	\$ 4,465

Total Labor Hours	13	109	190	273	18	11	235	208	1057
% of Project Hours	1%	10%	18%	26%	2%	1%	22%	20%	
Total Labor Fee	\$ 2,015	\$ 13,625	\$ 20,900	\$ 20,475	\$ 2,160	\$ 1,320	\$ 14,100	\$ 13,520	\$ 88,115

Expenses:	Transportation	\$ 185
	Printing and Misc.	\$ 3,000
	AIMS Mapping	\$ 200

Total Labor and Expenses: \$ 91,500

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT 190862: 2007 C.A.R.S. 75th STREET (NALL AVENUE TO MISSION ROAD)

THIS AGREEMENT, made at the Prairie Village, Kansas, this 17th day of July, 2006, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and HNTB Corp., a corporation with offices at 715 Kirk Drive, Kansas City, Missouri 64105, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 190862: 2007 C.A.R.S, 75th Street (Nall Avenue to Mission Road), hereinafter called the “Project”,

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

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

1. CITY RESPONSIBILITIES

- 1.1. The City shall has designated the Manager of Engineering Services, Mr. Thomas Trienens, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant’s services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the in formation provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.

- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded \$1,224,000 for this project.

2. CONSULTANT RESPONSIBILITIES

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3. SCOPE OF SERVICES

- 3.1. Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks.

3.2. Concept Phase

- 3.2.1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. At this meeting the City will review philosophical changes in the program.
- 3.2.2. Review the list of work locations with applicable priorities as provided by the City
- 3.2.3. Review any criteria changes in the program
- 3.2.4. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project
- 3.2.5. Make on-site field investigations to define and to witness construction needs, limits, alignment, underground utilities, drainage problems, sidewalk issues, driveway issues and other special elements of the Project.
- 3.2.6. Identify all utilities that may be affected by the project and make contact with the utility to determine the facilities involved
- 3.2.7. Prepare a project schedule in Microsoft Project
- 3.2.8. Submit an opinion of probable project cost listing typical construction pay items, construction administration costs and any other project related costs. Add a project contingency equal to 20 percent of the total of construction costs and estimated Construction Administration fee.
- 3.2.9. Suggest additions or deductions to adjust the total project cost to equal approximately 1.20 times the project budget
- 3.2.10. Submit a report summarizing the project scope containing a list of streets, description of intended construction, probable construction cost per street, and location of new sidewalks.
- 3.2.11. Submit one full size plus one half size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City.

3.3. Preliminary Design Phase

- 3.3.1. Prepare preliminary construction documents showing the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.

- 3.3.2. Conduct field reconnaissance to evaluate and identify:
 - 3.3.2.1. Issues determined in the concept phase
 - 3.3.2.2. Need for full depth pavement repairs
 - 3.3.2.3. Need for sidewalk replacement
 - 3.3.2.4. Location for new sidewalk
 - 3.3.2.5. Need for curb and gutter replacement
 - 3.3.2.6. Need for and limits of driveway replacement
 - 3.3.2.7. Need for which type of ADA ramps
 - 3.3.2.8. Condition of drainage system by observing water flow during, immediately after and after three days with no rain
 - 3.3.2.9. Location and condition of existing storm drainage system.
 - 3.3.2.10. Utility locations
- 3.3.3. Determine existing pavement elevations every 50 feet parallel to center line at the center line, gutter, at gutter elevation at center of ADA ramp and property line, and 12 feet perpendicular to center line for evaluating cross slope and profile.
- 3.3.4. Determine pavement thickness to a coring schedule as approved by City
- 3.3.5. Determine drainage improvements after consultation with City and City Drainage Consultant
- 3.3.6. Record location of existing traffic markings and review for compliance with MUTCD and City standards
- 3.3.7. Identify tree conflicts
- 3.3.8. Identify location and scope of relocation through test pit locations of potential utility conflicts
- 3.3.9. Identify location of bench marks and section markers
- 3.3.10. Prepare preliminary construction plans
- 3.3.11. Prepare a project title sheet
- 3.3.12. Prepare general site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature
- 3.3.13. Prepare plan and profiles for street reconstruction showing all utility, including drainage, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits
- 3.3.14. Prepare a cross section plan of typical sections for significant changes in final elevations or critical construction locations
- 3.3.15. Prepare a detail plan showing City details drawings and other special details pertinent to the project
- 3.3.16. Prepare an easement plan of existing and intended construction and required easements (both permanent and temporary) as well as any right of entry
- 3.3.17. Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction
- 3.3.18. Prepare an erosion and sediment control plan showing all areas to be controlled during construction.
- 3.3.19. Present one set (one full size and one half size) of preliminary (80% completion) construction plans for City review that include:
 - 3.3.19.1. Cover sheet

- 3.3.19.2. Typical sections
- 3.3.19.3. Standard and special details
- 3.3.19.4. Plan and profile for streets to be reconstructed
- 3.3.19.5. Plan for streets to be milled and overlaid
- 3.3.19.6. Plan and profile for drainage improvements
- 3.3.19.7. Plan and profile for new sidewalk construction
- 3.3.19.8. Plan for traffic markings and traffic control during construction
- 3.3.19.9. Erosion control plan
- 3.3.19.10. Plan showing property, easements and right-of-way locations and ownership
- 3.3.20. Prepare all easement documents and submit to City in a form acceptable to Johnson County
- 3.3.21. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts
- 3.3.22. Conduct a field check with City
- 3.3.23. Participate in a public meeting to present project specifics
- 3.3.24. Present draft of detail specifications and special conditions for City review
- 3.3.25. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent plus estimate of Construction Administration Fee
- 3.3.26. Suggest additions or deductions to adjust the total project cost to equal approximately 1.15 times the project budget.
- 3.3.27. Publish minutes of all monthly project review meetings and disperse the minutes to City representative and all other attendees within five working days.
- 3.3.28. Submit one full size plus one half-size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City.

3.4. Final Design Phase

- 3.4.1. Prepare final design documents base of review and comments from City and other review agencies of the preliminary plans
- 3.4.2. Present final project manual for City review
- 3.4.3. Prepare and submit to City two copies of legal description for permanent and temporary easements, and any right-of-entry documents in approved Johnson County Register of Deeds format.
- 3.4.4. Present one full size plus one half size set of final design plans and specifications for City review
- 3.4.5. Submit one half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 3.4.6. Request utility comments and construction schedule.
- 3.4.7. Prepare a final opinion of probable construction cost.
- 3.4.8. Prepare all bid documents using the City's standard documents.
- 3.4.9. Publish minutes of all project review meetings and disperse to City representative and all other attendees within five working days.

3.4.10. Submit one paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCad of all documents for review by the City.

3.5. Bidding Phase

3.5.1. Provide the City a notice of bid for publication.

3.5.2. Mail notice to bid to potential contractors and plan houses

3.5.3. Provide to printing house plans, bid documents, and specifications for potential bidders to purchase

3.5.4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.

3.5.5. Conduct a pre-bid meeting

3.5.6. Publish minutes of all pre-bid meeting and disperse to City representative and all other attendees within five working days.

3.5.7. If necessary after pre-bid meeting, prepare and distribute addenda prior to bid opening.

3.5.8. Provide to the City a Consultant's opinion of probable construction cost and bid tab sheet.

3.5.9. Attend bid opening

3.5.10. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.

3.5.11. Assemble five sets construction documents including bonds for execution by the contractor and the City.

3.5.12. Submit contractor signed contract documents to the City for execution and award.

3.5.13. Submit one full size plus one half-size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCad of all documents for review by the City.

4. TIME SCHEDULE

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

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

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.2. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Concept Phase	Due by September 15, 2006
Preliminary Design Phase	Due by December 15, 2006
Final Design Phase	Due by January 30, 2007
Bidding Phase	Due by March 30, 2007

5. **COMPENSATION**

- 5.1. The City agrees to pay the Consultant as maximum compensation for the scope of services the following fees:

Concept Phase	Total Maximum Fee	\$ <u>11,105.00</u>
Preliminary Design Phase	Total Maximum Fee	\$ <u>61,900.00</u>
Final Design Phase	Total Maximum Fee	\$ <u>13,860.00</u>
Bidding Phase	Total Maximum Fee	\$ <u>4,635.00</u>
Total Fees		\$ <u>91,500.00</u>

- 5.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4. All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.
- 5.5. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6. **GENERAL PROVISIONS**

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

- 6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

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

- 6.4 **Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

6.4.2 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

6.4.3 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of

the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.7 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.
- 6.8 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.9 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.10 **Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

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

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

City:

City of Prairie Village, Kansas

By: _____

Ronald L. Shaffer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

HNTB Corp.

By _____

Joseph R. Brand, P.E.

Address for giving notices:

HNTBCorp
7450 West 130th Street, Suite 400
Overland Park, Kansas 66213

Telephone: 913-491-9333

APPROVED AS TO FORM BY:

Charles E. Wetzler, City Attorney

CONSIDER MISSION ROAD – 75TH STREET TO SOMERSET DRIVE REPLACEMENT OF BRICK PAVERS

Background:

Staff has investigated the replacement of the brick crosswalks at four intersections on Mission Road (75th St., 77th St., 79th St. and Somerset Drive).

To date, we have been unsuccessful in finding a contractor to either repair or replace the existing brick. One contractor recommended that brick not be used for this type of application (high traffic) and suggested that stamped concrete be considered.

Staff contacted Musselman & Hall Contractors; a contractor who constructs stamped concrete. They highly recommended stamped concrete for this type of application and stated it would last longer than brick. The City currently has a contract with Musselman & Hall to apply slurry and crack seal so a change order could be prepared if this alternate were chosen. They supplied us with a price quote to perform this work.

Staff was able to get one phone "estimate" for removing the existing brick and replacing them with concrete pavers, however this contractor has not done any investigating in the field (so it's unclear if he thinks this method will work) and he would not be able to perform the work for a minimum of six months.

Another alternate would be to have City crews replace the bricks with asphalt and not do any brick or stamped concrete work.

Financial Impact:

The price quote for the stamped concrete is \$79,842.15. The approximate cost for concrete pavers is \$70,000. Funding is available from the Capital Infrastructure Program – Project 190845 (Mission Road, 75th Street to Somerset Drive).

Recommendation:

Staff recommends the City Council approve a change order with Musselman & Hall to construct stamped concrete for a cost of \$79,842.15.

Explanation of Changes

Project 190858; 2006 Crack Seal/Slurry Seal/Microsurfacing Program. This change order is to cover the following items:

Stamped Concrete.

This change order increases the contract amount by \$79,842.15.

Calendar days were not added as result of this change order.

Original Contract Price	<u>\$197,551.43</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$197,551.43</u>
NET increase or decrease this Change Order	<u>\$ 79,842.15</u>
New Contract Price	<u><u>\$ 277,393.58</u></u>

Change to Contract Time

The current contract deadline of November 1, 2006 will remain the same.

The City does not anticipate a related Engineering Change Order.

Thomas Trienens, Manager of Engineering Services
City of Prairie Village, KS

Date

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

Date

Howie Snyder

Date

MAYOR'S ANNOUNCEMENTS

Monday, July 17, 2006

Committee meetings scheduled for the next two weeks include:

Supplemental Retirement Plan Board	07/18/2006	4:00 p.m.
Prairie Village Arts Council	07/19/2006	7:00 p.m.
Environmental Recycle Committee	07/26/2006	7:00 p.m.
VillageFest	07/27/2006	7:00 p.m.
Planning Commission	08/01/2006	7:00 p.m.
Tree Board	08/02/2006	6:00 p.m.
Council Committee of the Whole	08/07/2006	6:00 p.m.
Council	08/07/2006	7:30 p.m.

The Prairie Village Arts Council is pleased to feature a watercolors and pastel exhibit by Pat Deeter in the R.G. Endres Gallery during the month of July.

Swimming Pool Memberships are now ½ price.

July 28 – Water show Rehearsal – lap lanes and adult pool close at 5 p.m.

July 30 – Annual Water show at 8:30 p.m. – pool complex closes at 5 p.m.

Moonlight swim on August 11th from 8:30 p.m. to 10:00 p.m.

Dedication of Prairie Park September 4, 2006 from 1 p.m. to 3 p.m.

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

INFORMATIONAL ITEMS

July 17, 2006

1. Prairie Village Arts Council Minutes – February 15, 2006
2. Planning Commission Minutes – May 2, 2006
3. Park and Recreation Committee Minutes – June 14, 2006
4. Council Committee of the Whole Minutes – June 19, 2006
5. VillageFest 2006 – 10th Anniversary Minutes – June 22, 2006
6. Planning Commission Actions – July 5, 2006
7. Mark Your Calendar
8. Council Committee Agenda
9. Prairie Village Employee Noteworthy

**PRAIRIE VILLAGE ARTS COUNCIL
15 FEBRUARY, 2006
MINUTES**

The Prairie Village Arts Council met at 7:00 pm in the City Council Chambers. Members present: Randy Kronblad, Chairman, David Belz, Don Church, Jan Marsh, Bill Rose, Pam Marshall, and Bob Endres. Also present: Doug Luther.

Minutes

Committee members approved minutes from the January, 2006 meeting as submitted.

Financial Report

Mr. Luther presented 2005 year-end financial reports and a 2006 report dated 6 February, 2006. Both reports were approved as submitted.

Council Report

Mr. Belz said he would provide his report during the discussion about the recent Park & Recreation Committee meeting.

March Exhibit/Reception

The reception will be on Friday, 10 March from 6:30 - 7:30 pm. Bill, Pam, Randy, and Jan volunteered to help.

8 February Park & Recreation Committee meeting

Mr. Belz thanked committee members who were able to attend the meeting. Randy, Bob, and Pam were present. This meeting was called by the Park & Recreation Committee and members of the Arts Council, Sister City committee, VillageFest, Tree Board, Environmental Committee, and Municipal Foundation were invited. The purpose of the meeting was to consider ways the City's various advisory committees could cooperate and share information about events and activities each committee sponsors.

Mr. Endres said some attending the meeting felt that the Park & Recreation Committee was attempting to exert more control over other committees. Mr. Endres said that, during his tenure on the Arts Council, he has always believed that the City's advisory committees have equal standing, and that all can take issues of concern or plans for events directly to the City Council.

Ms. Marshall said many good ideas were raised at the meeting, and that she was not aware of the number of events and activities sponsored by the City.

Sculpture Garden

Mr. Endres said he would like to see the Arts Council and Park & Recreation Committee work together to develop a sculpture garden on the Municipal Campus.

His idea would be to install concrete bases and lighting which would permit 6-12 large sculptures to be installed on the campus. Area artists and art students could be encouraged to create sculptures for the garden, and the exhibit could change annually. The garden would promote local artists and provide a significant visual impact to people driving or walking along Mission Road.

Committee members noted that there could be significant costs involved in developing the garden. Mr. Endres said funding could come from a variety of city committees.

Mr. Endres noted that the City of Lawrence has installed a sculpture garden along Massachusetts Ave and it is very impressive.

Committee members generally agreed that the idea should be pursued, but that more information, design concepts, and cost estimates would be required before a formal proposal could be made to the City Council. Committee members unanimously directed Mr. Endres to obtain more information and work with City staff to develop a more detailed proposal for a sculpture garden. It was also suggested that Mr. Endres contact Diana Ewy Sharp, Park & Recreation Committee chairman to gauge the Park Committee's level of interest in the idea.

Mr. Belz asked Mr. Endres how he envisioned the Park & Recreation Committee's involvement in the project. Mr. Endres said that the Park Committee would be involved in helping determine the location and design of the garden, and would hopefully provide some of the funding for the project.

Ms. Marshall said some of the ideas provided during the meeting included improved coordination and communication of community events between committee members, a return to monthly publication of the newsletter, and the possibility of an electronic distribution of the newsletter as well.

Mrs. Webb said the Arts Council should remain a separate committee from Park and Recreation. This arrangement has worked for many years and does not need to be changed.

Movie Night

Ms. Marshall said she spoke with someone from the Armor Hills Homes Association about their movie night. They show a movie on one of the neighborhood's traffic islands. She suggested that a movie could be played at the skatepark, the pool, or one of the parks.

Prairie Village Art Show

Ms. Marsh said she would contact Donna Potts about making preparations for the Art Show in June.

Public Art

Mr. Rose said he has started researching this issue and will provide a report to the Committee at its March meeting. He said he is trying to find cities similar in size to Prairie Village that have developed public art programs.

Fundraising

Mr. Endres presented a fundraising proposal for the Committee. He said that Gill Studios has volunteered to produce, at no cost, 1,000 "I LOVE PVKS" bumper stickers. They could be sold at City Hall or special events to raise money for the Arts Council.

Mr. Endres suggested the stickers be placed on City vehicles to increase their visibility in the community.

After discussion, committee members agreed to accept a \$2 donation for each bumper sticker and that the design would be an oval with the heart in red.

Mr. Luther noted that the City Council would need to approve the program and \$2 requested donation. Mr. Belz said he would present the proposal to the City Council.

Concerts

Mr. Kronblad said the Noteables will not be in the area this year, but a Navy Band will. He has contacted the band to request information and set a concert date. He said he will keep committee members posted as this develops.

Committee members discussed venues for a concert. Mr. Endres said the City should hold these concerts at the Shawnee Mission East Auditorium. Weekend dates are often available, and the City could work with the School District to get a reduced fee.

Exhibit Application -- Mike Walsh, John Roush, & Doug Bennett - joint exhibit

Mr. Luther said these three artists would like to hold a joint exhibit. The Arts Council approved Mike Walsh last month, and he asked committee members to review the samples submitted by John Roush and Doug Bennett. Committee members noted that these artists are well known in the area. Committee members unanimously approved the Walsh, Roush, and Bennett exhibit application.

There being no further business, the meeting adjourned.

Randy Kronblad
Chairman

3/2/2006

Transaction - YTD:3
1/1/2006 through 3/2/2006

Date	Account	Description	Memo	Category	Amount
BALANCE 12/31/2005					0.00
1/12/2006	PV Arts Council	Hen House	Reception supplies	Receptions	-11.28
1/13/2006	PV Arts Council	Hy-Vee	January flowers/cookies	Receptions	-71.49
1/20/2006	PV Arts Council	JOHNSON COUNTY ARTS CO...	2006 Shooting Stars	Misc	-500.00
1/1/2006	PV Arts Council	2006 Budget Allocation		Other Inc	8,000.00
2/8/2006	PV Arts Council	Alphagraphics	March 2006 postcards	Receptions	-197.50
1/1/2006 - 3/2/2006					7,219.73
BALANCE 3/2/2006					7,219.73
TOTAL INFLOWS					8,000.00
TOTAL OUTFLOWS					-780.27
NET TOTAL					7,219.73

OPERATING \$

3/2/2006

Transaction - YTD:2
1/1/2006 through 3/2/2006

Date	Account	Description	Memo	Category	Amount
BALANCE 12/31/2005					1,765.72
1/20/2006	Municipal Arts Council	Johnson County Arts Council	2006 Shooti...	Scholarships	-500.00
1/31/2006	Municipal Arts Council	Interest Income		Interest Inc	3.55
1/1/2006 - 3/2/2006					-496.45
BALANCE 3/2/2006					1,269.27
				TOTAL INFLOWS	3.55
				TOTAL OUTFLOWS	-500.00
				NET TOTAL	-496.45

FOUNDATION \$

3/2/2006

Transaction - YTD:3
1/1/2006 through 3/2/2006

Date	Account	Description	Memo	Category	Amount
BALANCE 12/31/2005					3,541.56
1/31/2006	Pave the Patio	Interest Income		Interest Inc	9.95
1/1/2006 - 3/2/2006					9.95
BALANCE 3/2/2006					3,551.51
				TOTAL INFLOWS	9.95
				TOTAL OUTFLOWS	0.00
				NET TOTAL	9.95

BRICK \$

3/2/2006

Transaction - YTD:4
1/1/2006 through 3/2/2006

Date	Account	Description	Memo	Category	Amount
BALANCE 12/31/2005					2,345.06
1/31/2006	R.G. Endres Gallery	Interest Income		Interest Inc	6.59
1/1/2006 - 3/2/2006					6.59
BALANCE 3/2/2006					2,351.65
				TOTAL INFLOWS	6.59
				TOTAL OUTFLOWS	0.00
				NET TOTAL	6.59

GALLERY #

R.G. ENDRES GALLERY 2006 ART EXHIBITS

<u>Dates Exhibited</u>	<u>Artist</u>	<u>Medium</u>	<u>Phone #</u>	<u>Hang Date</u>	<u>Removal</u>	<u>Recptn</u>
January	Gary Mehl & Art Whorton	Mixed	8/361-1829	<i>1/2</i>	<i>1/31</i>	<i>1/13</i>
February	Gary Mehl & Art Whorton			<i>2/1</i>	<i>2/28</i>	<i>2/10</i>
March	Virginia Fortner	watercolors	9/649-7637	<i>3/1</i>	<i>3/31</i>	<i>3/10</i>
April	Ms. Bobbi Toyne Bess Duston	mixed	9/897-4559 8/452-9205	<i>4/3</i>	<i>4/28</i>	<i>4/14</i>
May	STUDIO WEST (5 WOMEN ARTISTS) HELEN WENDLANDT confirmed	pastels	9/677-2925	<i>5/1</i>	<i>5/31</i>	<i>5/12</i>
June	Kevin Spykerman	Oils/Illustration	9/221-7110	<i>6/1</i>	<i>6/30</i>	<i>6/9</i>
July	Pat Deeter	Watercolors/ pastels	8/350-3853	<i>7/3</i>	<i>7/31</i>	<i>7/14</i>
August	Mike Walsh John Roush Doug Bennett	Pastels	9/485-8657 8/650-3077 8/229-2158	<i>8/1</i>	<i>8/31</i>	<i>8/11</i>
September	Dale Cole – 785-825-0402(h)	photography	785-823- 6931	<i>9/1</i>	<i>9/29</i>	<i>9/8</i>
October	Senior Arts Council –Marcia Vogel	mixed	8/765-5163	<i>10/2</i>	<i>10/31</i>	<i>10/13</i>
November	MAPS	pastels		<i>11/1</i>	<i>11/30</i>	<i>11/10</i>
December	Marearl Denning	Photos/ceramic	9/345-9416	<i>12/1</i>	<i>12/29</i>	<i>12/8</i>

R.G. ENDRES GALLERY 2007 ART EXHIBITS

<u>Dates Exhibited</u>	<u>Artist</u>	<u>Medium</u>	<u>Phone #</u>	<u>Hang Date</u>	<u>Removal</u>	<u>Recptn</u>
January				1 / 2	1/31	1/12
February	Ted DeFeo	Photography	9/649-4574	2/1	2/28	2/9
March				3/1	3/30	3/9
April				4/2	4/30	4/13
May				5/1	5/31	5/11
June				6/1	6/29	6/8
July				7/2	7/31	7/13
August				8/1	8/31	8/10
September	SR ARTS ?			9/4	9/28	9/14
October				10/1	10/31	10/12
November	MAPS ?			11/1	11/30	11/9
December				12/3	12/31	12/14

**PLANNING COMMISSION MINUTES
MEETING OF MAY 2, 2006**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 2, 2006 in the Council Chambers of the Municipal Building, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:30 p.m. with the following members present: Randy Kronblad, Marlene Nagel, Nancy Vennard and Robb McKim,

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Doug Luther, Assistant City Administrator; Charles Wetzler, City Attorney and Joyce Hagen Mundy, Planning Commission Secretary.

APPROVAL OF MINUTES

Robb McKim noted two corrections. The first on page 4, paragraph 9, adding the words "and/or Neighborhood Associations" following Homes Association. The same addition would be made on page 5, paragraph 1.

Marlene Nagel moved the approval of the Planning Commission minutes of April 4, 2006 with the corrections noted. Robb McKim seconded the motion, which passed unanimously.

PUBLIC HEARINGS

Chairman Ken Vaughn announced the Planning Commission would be holding two public hearings and reviewed the rules of procedure for public hearings.

**PC2006-01 Proposed Rezoning from Office District (C-0)
To Planned Restricted Business District (CP-1)
7920 State Line Road**

Kenneth Frashier, Frashier Architects at 2A K Street, presented the application on behalf of Block & Company, requesting rezoning of the property at 7920 State Line Road from its existing C-0 zoning to CP-1. The premise behind the rezoning is to tear down the existing building and construct a building similar in style and design with that on the adjacent property at 7910 State Line Road for retail uses. Mr. Frashier provided samples of the facade finishes proposed for the new building, which are the same as those used on the adjacent site. Mr. Frashier stated they could combine the driveways of the two sites as recommended by staff, noting this would also allow for shared parking by the two properties. One entrance would be eliminated off State Line Road. The joint use of driveways resulting in the elimination of exits and entrances will improve the traffic congestion on State Line Road.

The proposed building would have six shops which range in size from approximately 1150 square feet to 1450 square feet. The exterior finish of the facade would be identical to that of the building immediately adjacent to the north providing consistency in the development of the two properties.

Mr. Frashier noted the all the surrounding properties, except those to the west, are zoned for commercial use. The proposed use is in character with the neighborhood. The development of this property as a planned zoning unit will require the submittal of final development plans. Mr. Frashier noted the plans presented to the Commission for review in conjunction with the proposed rezoning are preliminary and many of the details noted in the staff report will be addressed on the final development plans. Details for the project were minimized until the requested variance and rezoning were approved.

In response to the suggestion by staff that the applicant construct a wall of similar materials attaching the two buildings to tie them together and remove the small gap between buildings. Mr. Frashier noted the two buildings have separate

ownership which would make that action difficult. However, he stated he would investigate the possibility and other possible ways to address this concern.

Mr. Frashier noted the proposed screening fence at the back of the property will upgrade the property and provide privacy for the residential properties located behind the proposed building. He agreed to the staff recommendation that additional landscaping also be provided as a buffer between this development and the residential properties.

Chairman Vaughn opened the public hearing to comments from those present. With no one wishing to address the Commission, the public hearing was closed at 7:45 p.m.

Ron Williamson stated based on information provided in the preparation of the Village Vision Plan, it was noted that there is a high vacancy rate for office uses in Prairie Village. Therefore, it may be appropriate to convert office properties to retail which would generate a higher property tax as well as generate retail sales tax which would be a new source of revenue.

Ken Vaughn asked what additional uses would be allowed under the CP-1 zoning. Mr. Williamson responded C-1 is generally referred to as "light commercial". It includes shops and stores for sale at retail of foods and beverages, restaurants, soft goods such as clothing, drugs, furniture, printed materials, toys, jewelry, gifts and supplies, etc. It also includes services such as professional offices, banks, insurance, barber and beauty shops, dry-cleaning, photographers and repair shops in addition to the office uses allowed in C-0.

Robb McKim asked if "drive-thru" operations were allowed. Mr. Williamson stated a conditional use permit is necessary for a "drive-thru".

The Commission reviewed the following factors as they related to the requested zoning change:

1. The character of the neighborhood.
The general character of this area is business, particularly on both sides of State Line Road. There are residential uses to the northwest of this property which have their rear yard adjacent to the site.
2. The zoning and uses of property nearby.
The property to the north is zoned C-2 General Business District and is occupied by a small retail complex; the property to the east is located in Kansas City, Missouri, is zoned commercial and the uses are a CVS drugstore and Culvers restaurant; the property to the south is zoned R1-b and is developed for an office; and the property to the west is zoned R1-b and contains single family dwellings and the parking lot for the office located adjacent to the south.
3. The suitability of the property for the use to which it has been restricted under its existing zoning.
The existing building is currently being used for office space. Its floor plan is somewhat unusual in that its essentially two separate buildings connected by a corridor and it probably is not a very efficient utilization of space. The office market in Prairie Village is somewhat soft; this building is older having been built in 1958 and its appearance is not such that it would command the interest of a lot of potential tenants. The existing building probably is at a state where a teardown and rebuild is a logical solution to a more economical and effective use the site. Since this property is on State Line Road redevelopment for commercial uses has a strong potential. In order to redevelop the site, the new use needs to generate higher revenue to offset the development costs.
4. The extent that a change will detrimentally affect neighboring property.
This project is going to be tied together with the project to the north so that there will be a continuous driveway parallel to State Line Road. It should be a benefit to the property to the north because it will improve traffic flow. The use will probably not be any more detrimental to the ~~205~~ ²⁰⁵residences on the west

because it will remain a parking lot as it is now. Assuming that the retail use will be successful, there will be more traffic generated than has been generated by the current office use. Therefore increased traffic and potentially more traffic conflicts might result on State Line Road. This may be particularly more of a concern for the property that is immediately to the south because they have a driveway along their north property line. The two properties should get together and combine their driveways into one driveway thus eliminating another point of conflict on State Line.

5. Length of time of vacancy of the property.
The building currently is not totally vacant; however, there is space available for lease within it.
6. The relative gain to the public health, safety and welfare by the destruction of the value of the applicant's property as compared to hardship on other individual landowners.
The new development of this site will permit the removal of one structure that is not at the quality that is desired and will allow the redevelopment for a use that will be of higher value and be a greater generator of revenue to the City. The redevelopment of the site should provide a structure that is better designed and more attractive which would be an asset to the neighborhood rather than create a hardship on the other adjacent owners.
7. City Staff Recommendations
It is the opinion of Staff that this is a logical request for CP-1 Restricted Business District Zoning because this is a mixed office retail area; the property needs renovation; it is located on a very highly traveled arterial street; and it will be extension of the C-1 property to the north both in its use and its appearance. There are only two residential lots that abut the property and those can be protected through proper screening controls.
8. Conformance of the Comprehensive Plan
This proposal is in conformance with the two primary principles of the future land use plan which are:
 - a. Existing residential and commercial areas must be stabilized which will occur through reinvestment in both private and public sources.
 - b. The redevelopment of higher density or intensity residential, retail, and commercial office uses would be encouraged and supported provided that the proposed redevelopment project is designed in the manner that is compatible with adjacent areas.

Ron Williamson advised the Commission that prior to recommending approval of a planned zoning district, the Commission must also recommend approval of a preliminary development plan following the established criteria for site plan approval.

- a. The site is capable of accommodating the buildings, parking areas, and drives with the appropriate open space and landscaping.

The site is an irregular shape which contains approximately 0.82 acres and it has been laid out to accommodate 8,060 square feet of retail space with 46 parking spaces. Only 33 off-street parking spaces are required by the ordinance so the project is providing more off-street parking than is required. To provide additional parking spaces takes more space out of grassed area and puts it in hard surface which adds more runoff and reduces green space in the community. Current thinking is to provide parking minimums rather than maximums and therefore it is recommended that the parking be reduced. This provides the opportunity to have more green space while at the same time reducing stormwater runoff.

- b. Utilities are available with adequate capacity to serve the proposed development.

The property is currently served with water, sewer, gas, electric, telephone and cable. The size of the proposed building does not appear that it would

require anything out of the ordinary and the utilities that are available should be adequate to handle the project.

- c. The plan provides for adequate management for storm runoff.

The applicant will be required to prepare a stormwater management plan to submit to the Public Works Department for its consideration and approval prior to submitting the final development plan. The applicant will need to provide the calculations of how much green space is proposed compared to how much hard surface and green space there is now so that a determination can be made as to what the requirements will be for managing the stormwater runoff. It is possible that some form of detention will be needed.

- d. The plan provides for safe easy ingress/egress and internal traffic circulation.

Ingress and egress will be permitted from two locations. The first is a driveway off State Line Road. The second is a joint driveway connecting to the project to the north. There should be an agreement with the property to the north to make sure the ingress and egress are not blocked at sometime in the future. Even though the owners may be the same now, the access between the two sites needs to be guaranteed for the long-term.

- e. The plan is consistent with good planning and site engineering design principles.

The site has been laid out so that it complements the existing building to the north. The removal of the landscaped area along State Line Road, however, would create a less desirable appearance from the road. There will need to be some screening added on the property for the two residents that are adjacent to the west. There is a fence screening a portion of the residential yard but it is ineffective because of the grade differences between the sites. A fence needs to be installed on top of the retaining wall to provide some screening for those residences that abut this property. A trash bin has not been located on the site. It needs to be located and a design detail needs to be prepared so that it is compatible with the proposed building.

No exterior lighting plan has been submitted with the application so it is assumed that there will be no exterior lighting. If the applicant plans to have exterior lighting on the building or on the parking area, it needs to be designed in accordance with the lighting ordinance and be submitted to the Planning Commission for approval.

- f. An appropriate degree compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.

The applicant is proposing that this building be identical in design and materials to the building immediately to the north that has just been renovated. The Planning Commission spent a considerable amount of time addressing the design of the service station conversion to the north and since this property is going to be developed with identically the same building materials and design it would be presumed to be compatible with the architectural quality in the neighborhood.

The applicant did not submit sign standards for the project; however, some signage detail information has been set out on the plan sheets. Wall Signs will be allowed on the west side for each shop and one sign shall be allowed on the north and south ends of the building. The plans indicated that the signs will be individually illuminated letters with a satin finished aluminum frame and red Plexiglas face. This means that the signage would all follow the same letter style and there will be no logos. What has been shown on this plan sheet will be the standard unless the applicant submits a separate sign standard to the Planning Commission for their

consideration and approval. A monument sign is not shown on the plans and therefore, will not be permitted on the site until it has been prepared, designed and submitted to the Planning Commission for approval.

- g. The plan presents an overall development pattern that is consistent with the Comprehensive Plan and other adopted plan policies.

The Comprehensive Plan states "redevelopment of a higher density or intensity residential, retail, commercial or office use will be encouraged and supported provided that the proposed redevelopment is designed in a manner that is compatible to adjacent areas." This project is a higher intensity use because of its change from office to retail. It has been designed in a manner that is very compatible to the adjacent project to the north and therefore is consistent with the Comprehensive Plan and its policies.

Mr. Williamson reviewed his staff recommendation which is as follows: that the Planning Commission recommend approval of the zoning change from C-O to CP-1 Planned Restricted Commercial District along with the preliminary development plan to the City Council subject to the following conditions.

1. That prior to obtaining a permit for construction the applicant shall submit a final plan for review and approval by the Planning Commission.
2. That if the applicant intends to have any exterior lighting on the project, that it be included with the submission of the final development plan and be designed in accordance with the outdoor lighting regulations.
3. That the applicant have a stormwater drainage master plan prepared in accordance with the city ordinance and submitted to and approved by Public Works prior to submitting the final development plan.
4. That if the applicant intends to allow signage other than what is shown on the plan on the face of the building that sign standards be prepared and submitted to the Planning Commission for review and approval.
5. That if the applicant intends to construct a monument sign for this development, the plans be included with the submission of the final development plan.
6. That the applicant remove the five burning bush that are shown between the two buildings because there will be very little, if any, light there and they will not be able to survive.
7. That the applicant put some type of ground surface treatment between the buildings that will not create a maintenance problem.
8. That the applicant construct a wall attaching the two buildings that is made of the same materials as the buildings so that it can tie them together compatibly.
9. That the applicant locate the trash bin and show the plan, design and materials for the screening of that trash bin with the submission of the final development plan.
10. That if the HVAC units are installed externally, either on the roof or on the ground, they shall be screened from adjacent properties.
11. That the landscape plan as approved shall be installed as a part of the development construction.
12. That the applicant revise the parking layout plan and remove the spaces adjacent to State Line Road and return it back to green space.
13. That the applicant submit the landscape plan to the Tree Board for review and approval prior to submitting the final development to the Planning Commission for approval.
14. That the applicant meet with the property owner to the south to see if an agreement can be reached on merging the two driveways into one.

Mr. Williamson noted, based on the discussion, additional items needed to be added to the conditions for approval. The sidewalk needs to be installed as shown on the plans. There was discussion of additional screening added in the back as the proposed fencing is too low to provide privacy to the residents. Along the same line, the screening fence needs to be placed on top of the retaining wall with additional landscaping on the business side of the fence.

Nancy Vennard asked if the conditions should specify a specific number of parking spaces to be removed and replaced with additional landscaping and their location. It was confirmed that such a condition could be specified.

Ken Vaughn stated he wanted the landscape island at the end enlarged.

Ron Williamson noted the south parking space should be removed because it would not be functional for traffic coming off the street.

Rob McKim stated he would like to have at least one landscaped island in the center.

Nancy Vennard suggested Ash trees on the south and middle with additional grass and flowers, allowing eight parking spaces.

Robb McKim noted the site has more parking than required and questioned if it would be beneficial to eliminate parking at the front end. Mr. Williamson responded the applicant may need to do some reconfiguring and Mr. Vaughn stated they may come back with a better arrangement of parking.

Nancy Vennard asked which way the water flowed across the site. Mr. Williamson responded it flowed to the southwest. Mrs. Vennard recommended spaces be cut in the curbing to help direct water runoff.

Marlene Nagel asked if item #8 should be removed as there are separate owners for the two buildings. Mr. Frasier said he would investigate the possibilities so Mr. Williamson felt it should remain at this point in time. He feels the six foot separation between buildings will be a problem and would like to see other options explored.

After considering the eight factors previously discussed, Randy Kronblad moved that the Planning Commission recommend the City Council approve the requested zoning change for 7920 State Line Road from C-0 (Office Building District) to CP-1 (Planned Restricted Business District) along with the preliminary development plan subject to the 14 conditions set out in the staff recommendation with the following changes: Sidewalk installation needs to be included as shown on the site plan; Revise #12 to read the applicant revise the parking layout plan eliminating two parking spaces and adding additional green space; and add number 16 to read "The applicant shall install a fence on top of the retaining wall and add a landscape area adjacent to the residential properties." The motion was seconded by Marlene Nagel and passed unanimously.

**PC2005-05 Reconsideration of Request for Special Use Permit for
Communication Antennas at 69th Terrace & Roe (McCrum Park)**

Ron Williamson advised the Commission the applicant is still seeking alternate locations and has requested consideration of their application be continued to the June 6th meeting of the Commission.

Marlene Nagel moved the Planning Commission continue PC2005-05 to the June 6th meeting of the Commission. The motion was seconded by Robb McKim and passed unanimously.

**PC2006-06 Proposed Revisions to Prairie Village Regulations Section
19.48.015 L entitled "Political Signs"**

Ron Williamson noted during the last meeting the Commission discussed at length how these signs should be defined. The term temporary seemed to have several problems and other suggestions were made such as informational signs; separating political speech signs from political candidate signs, or just keeping political signs.

The sign and number of signs was also discussed with the ACLU attorney feeling strongly that these items need to be less restrictive.

At the March 7, 2006 Planning Commission meeting, a draft regulation was presented which included some of the text from the International Municipal Lawyers Association (IMLA) Model Ordinance that was blended with the local regulations. Based on the discussion at the April Planning Commission meeting, two new definitions are proposed as follows:

Informational Sign. A noncommercial sign that states, promotes or addresses an expression of free speech, a personal belief, or a political party, candidate or issue.

Commercial Sign. A sign which identifies, advertises, or directs attention to a business, or is intended to induce the purchase of goods, property, or service, including, without limitation, any sign naming a brand of goods or service and real estate signs.

The second change is the replacement of the existing purpose and findings for "political signs" with new text from the model prepared by the International Municipal Lawyers Association for "Informational Signs" to read as follows:

L. Informational Signs

1. Purpose and Findings:

The City of Prairie Village is enacting this Ordinance to establish reasonable regulations for the posting of Informational signs on public and private property.

The City finds that Informational signs provide an important medium through which individuals may convey a variety of noncommercial messages. However, left completely unregulated, Informational signs can become a threat to public safety as a traffic hazard and detriment to property values and the City's overall public welfare as an aesthetic nuisance.

By implementing these regulations, City intends to:

- (a) balance the rights of individuals to convey their messages through Informational signs and the right of the public to be protected against the unrestricted proliferation of signs;
- (b) further the objectives of the City's comprehensive plan;
- (c) protect the public health, safety, and welfare;
- (d) reduce traffic and pedestrian hazards;
- (e) protect property values by minimizing the possible adverse effects and visual blight caused by signs;
- (f) promote economic development; and
- (g) ensure the fair and consistent enforcement of the Informational sign regulations specified in the following.

Mr. Williamson reviewed proposed changes to the regulations found under (a), an increase in the size of signs and (i) a change in the length of time a sign can be posted with election signs to be taken down immediately following an election. The proposed regulations are as follows:

2. Regulations:

Informational signs may be posted on property in all Zoning Districts of the City, subject to the following requirements:

- (a) The total square footage for Informational signs in any district, in the aggregate, shall not exceed thirty-two (32) square feet, with no individual sign exceeding

sixteen (16) square feet. The total square footage of a sign is measured to include all of the visible display area of only one side of the sign and only the area of one side of a double sided sign is included in the aggregate calculation.

- (b) Informational signs shall not display obscene, profane or indecent material.
 - (c) No sign shall be placed closer to the street than twelve (12) feet back of the curb.
 - (d) Signs shall not exceed five (5) feet in height measured from the average grade at the base of the sign.
 - (e) No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.
 - (f) Signs shall be designed to be stable under all weather conditions, including high winds.
 - (g) No sign shall be illuminated or painted with light-reflecting paint.
 - (h) A sign shall only be posted with the consent of the property owner or occupant. Signs posted in the public rights-of-way may only be posted with the permission of the abutting property owner.
 - (i) An Informational sign may be posted for a period of up to ninety (90) days, at which time the sign shall be removed or replaced except that those signs tied to an election shall be removed immediately after the date of the election.
 - (j) Signs shall not advertise or promote any commercial enterprise or event.
 - (k) Signs shall not be posted on trees, utility poles, and other similar structures within the rights-of-way.
3. Removal or Replacement of Informational Signs:
- (a) The person who has posted or directed the posting of the sign is responsible for the removal or replacement of that sign.
 - (b) If that person does not remove or replace the sign in accordance with these regulations, then the property owner or occupant of the building or lot where the sign is posted is responsible for the sign's removal or replacement.
 - (c) The Building Official is authorized to remove any signs posted in violation of these regulations.

City Attorney Charles Wetzler addressed the Commission providing background on the history of the city's sign regulations and the issues raised on the current regulations. The problem lies with the category of "political signs" and having special/different regulations for them than are required of other signs. The initial recommendation was to identify them as "temporary" signs. Mr. Wetzler noted he is not sure if full agreement can be reached between the City and the ACLU, but noted the City has come a long way in since the initial regulations were written. He would prefer to have the signs identified as "temporary" rather than "informational".

John Simpson, attorney representing David Quinley and a member of the ACLU's legal panel, addressed the Commission thanking them for the receipt of the staff comments prior to the meeting. He has reviewed the comments with colleagues and stated he still has serious concerns with the proposed ordinance.

He noted the size of the signs are too restrictive, noting "for sale" signs are allowed to be larger. If they are both informational signs, they can not be treated differently.

Mr. Simpson also had some concern with item (b) "Informational signs shall not display obscene, profane or indecent material." Questioning who is to determine this. It is a limitation of an individual's freedom of speech.

He also has a problem with the removal of signs immediately following an election as he views them as a political statement. His greatest concern is the limitation of the size to 32 square feet. He acknowledges this is better than the existing ordinance but does it feel it goes far enough.

Mr. Simpson raised the potential problem with the limitation where there were 10 races/candidates/issues that an individual wanted to support with signs. He noted an individual could have a "For Sale" sign, a "Garage Sale" sign and an "Open House" sign and their 32 square foot informational sign on one piece of property resulting in 45-50 square feet of signage, where only 32 square feet are allowed for an informational sign. How is this different? The regulations require informational signs to be 12 feet back from the curb.

Mr. Simpson noted the fall election primaries are rapidly approaching and although progress has been made, he does not feel it is adequate.

Charles Wetzler responded to Mr. Simpson's statements. He questioned if an agreement could be reached on the number and size of signs, but noted the City's movement to 32 square feet to address the concerns is a significant increase from the existing regulations. Mr. Wetzler confirmed all signs must be placed 12 feet from the back of the curb. In response to the language found in (b), Mr. Wetzler noted it is standard language used in all cities, the courts will ultimately make the determination.

On the removal of candidate signs after the conclusion of an election, he feels that is common sense and noted this does not apply to ideological signs. To address the issue of square footage and the number of signs allowed could be addressed through a maximum square footage of signage allowed.

Brent McKee, 5006 West 75th Terrace, addressed the Commission noting that freedom of free speech must be recognized. However, he feels the primary issue is aesthetics. These signs have a tendency to erode and negatively impact the curb appeal of a neighborhood. As a real estate agent, he urged the Commission not to take action that would negatively impact neighborhoods and real estate sales.

John Simpson noted he did discuss the number of signs to be allowed with Mr. Wetzler. His primary concern continues to be that all signage must be treated the same.

With no one else to address the Commission, Chairman Ken Vaughn closed the public hearing at 8:10 p.m.

Ken Vaughn stated he would like to see a requirement that sets a total square footage for all signs on a property. Mr. Williamson noted to do so other sections of the sign regulations would be impacted and the proposed regulation would have to be republished and another public hearing held. Mr. McKim asked if under this concept the total square footage could be limited on residential properties, giving the property owner the option to allocate the size of signs.

Mr. Wetzler stated the size of "for sale" signs is currently restricted by ordinance. He noted an individual could have a 5' "for sale" sign a 5' "open house" sign and the remaining 22' as an informational sign giving a total of 32 square feet of signage on the property.

Nancy Vennard stated Section 19 regulated only residential areas. Mr. Williamson stated "political" signs can be on commercial property but would have to be restricted to a non-commercial message. Mrs. Vennard expressed support for a limitation of 32 square feet for residential areas only, allowing signs in commercial areas to be larger.

Mr. McKim questioned if this applied to commercial properties, which would be able to have the sign - the property owner or occupant. Mr. Williamson stated the right would be that of the property owner.

Mr. Wetzler noted the conversation is about temporary signs and stressed the need to make it clear in the definition that the construction of the sign is of a temporary nature.

Ron Williamson noted the signs are only allowed for 90 days and then have to be taken down, but noted the sign can be replaced with a similar new sign. Mr. Wetzler noted permanent signs are different and the rationale behind the limitation strictly addresses the temporary nature of the sign.

Nancy Vennard asked if the IMLA language included reference to construction materials allowed for the signs. She felt this language should be included.

Ken Vaughn advised there is a lot of things yet to be looked at, but noted the need to move forward on the ordinance.

Ron Williamson clarified the Commission stance on the issues raised. The Commission wants the total square footage to remain as proposed, section (b) should remain. The setback of 12' behind the curb has the sign placed on private property. Mr. Williamson suggested the language be worded to simply require the sign to be placed on private property.

Nancy Vennard asked how shrubbery was addressed as this is a safety issue and the language should be consistent. Doug Luther responded that sight distance is addressed by a formula identified as the sight distance triangle, which takes into consideration the height of the item. Mr. Williamson noted structures, plants and/or signs would be regulated by the sight distance triangle regulations. Mr. Luther stated this is primarily used at intersections.

Mrs. Vennard also noted the area could be defined as located on the resident's side of the sidewalk. Mr. McKim felt identification by private property or "x" back from the sidewalk would be appropriate.

Regarding the removal of an election sign immediately after an election, Ken Vaughn and Randy Kronblad stated they felt the traditional election signs related to a candidate or an issue on the ballot should be taken down immediately following an election.

Nancy Vennard stated she would like to see "construction material" identified in the definition of "temporary sign" and that it be clear the regulations apply to both commercial and residential properties. Mr. Williamson stated the regulations apply equally to both residential and commercial properties.

John Simpson noted the city's regulations allow for "temporary commercial signs" for building development to be as large as 100 square feet, pointing out the discrepancy in the size regulations.

Nancy Vennard confirmed this would be in addition to existing signs on property until changed.

Charles Wetzler urged the Commission to get rid of the term "informational".

Mr. Williamson noted real estate for sale signs are classified as temporary signs.

Nancy Vennard asked how banners were classified and if they would become an issue. Mr. Williamson responded they could become an issue on commercial properties. Mr. Wetzler stated banners are permitted as a short-term special use permit. Mrs. Vennard asked how this is different and how is it impacted. Mr. Williamson stated if advertising something on the property such as "Bible School" it would be considered freedom of speech; whereas "bike sale" would be commercial.

Ron Williamson confirmed the Commission wanted language added to the definition regarding construction materials.

Randy Kronblad asked if item 2 (i) was being changed. Commission members felt it should remain as written.

Robb McKim asked that language to be added to clarify "candidate or issue" on election signs.

Charles Wetzler asked about language limiting total square footage of signs on a property. Mr. Williamson stated that several sections of the code would need to be amended to implement that and it would require an additional public hearing and publication.

Robb McKim moved the Planning Commission recommend the City Council adopt the proposed ordinance revisions to Section 19.48.015L with the following changes and modifications: 1) Add language to the definition specifying construction materials for signs; 2) Correct typographical errors in section 2(a) and 3) Add language to clarify the location of signs in 2(d). The motion was seconded by Randy Kronblad and passed unanimously.

NON-PUBLIC HEARINGS

There were no other applications to be heard by the Planning Commission.

OTHER BUSINESS

The Commission Secretary noted the June agenda would include the continued application for a special use permit for wireless communication antenna at 69th Terrace and Roe (McCrum Park), an anticipated rezoning at 7301 Mission Road from C-0 to C-3 to allow for a bank in the building and a possible sign application.

ADJOURNMENT

With no further business to come before the Commission, the meeting was adjourned by Chairman Ken Vaughn at 8:45 p.m.

Ken Vaughn
Chairman

PARK AND RECREATION COMMITTEE

June 14, 2006

Municipal Swimming Pool, Harmon Park Minutes

Call to Order

Diana Ewy Sharp, Chairperson, called the meeting to order at 7:05 p.m.. Present: Ruth Hopkins, Vice Chairperson, Diane Mares, Shawn Hickey, Peggy Couch, Clarence Munsch, A.J. LoScalzo, Kathy Peterson, and James Reimer. Staff Present: Barbara Vernon, Bob Pryzby, Mike Helms and Jeanne Akins.

Public Participation

No one was present to address the committee.

Consent Agenda

Ruth Hopkins moved approval of the Consent agenda.

1. Minutes from the May 10, 2006 meeting.

Motion was unanimously approved.

New Business

Diana stated she felt it is hard to conduct business meetings in the parks. She suggested committee members take a bus tour annually of all the parks but have future meetings in the Council Chambers. Committee members agreed it was difficult to hear. She will advise the committee of the location change for the next meeting and a recommendation about a fall "Parks Crawl".

Reports

1. Public Works Report - Bob Pryzby

Pryzby said he received a complaint about the basketball court at City Hall and he has taken care of it.

He said the crews are still mowing lawns but they are back on a weekly schedule.

Pryzby said the crews just finished a monthly inspection of the parks and found no major issues.

There were some fecal accidents at the swimming pool last weekend and this week. Pryzby and the other staff members are taking all precautions to make sure the water is safe.

2. Recreation Report – Barbara Vernon

Kim Cobb, the City's pool manager for the past nine years, resigned at the end of last season. The new manager, Joel Rios was hired in April – one of Josh's last official acts before he also left for a position in another city. Two of last years' assistant managers returned this year, one assistant is new. With all of these

resignations, most of the swimming pool's recent unrecorded history left with them but basic manuals and directions are written, in place and being followed.

This year residents were offered the option of renewing memberships directly on-line. Fifty memberships were processed using the technology, the remaining 1500 + were processed by the City Clerk's staff.

This year the City is using an upgraded computer software system for the first time. Because the system is also new to the company, "it crashed again" was a frequently repeated phrase during registration for all of the recreation programs. We received many complaints about registration lines, waiting while the system was down, and fees but we hope most is forgotten since this has been one of the best swimming seasons for the past few years.

Barbara Vernon said in 2003 the Council established a scholarship program that would pay for 50% to 100% of the pool and tennis program costs for qualified individuals. In the past more than twenty families applied each year, this year only one applied. Vernon recommended the program remain in place because it is a good benefit for the families who need assistance. Diana confirmed if this is promoted in the Parks and Recreation Brochure.

Pryzby stated that on Monday June 12th the pool surpassed the best attendance record last year.

Vernon said in the past the City had a limit on the number of members that could participate on the swim team but over the years the rule has disappeared. This year there are 205 members on the team. An extra coach had to be hired for safety reasons and to provide the kind of instruction participants should receive.

Vernon stated in the past the Synchronized team required fifty members in order for revenue to cover costs. This year there are only twenty-eight members on the team, the City will need to subsidize the cost of the program by \$1,100.

The Dive team had twenty-five participants in 2005, the second year it was available for residents. The City agreed to subsidize the team until it increased in size, the deficit in 2005 was \$3,100. This year there are thirty-seven participants and, because of increased staffing costs, the city will need to subsidize the team by more than \$3,500.

This year, the teams' coaches are requesting additional money for trophies and other equipment. Committee members agreed policies need to be developed in written form for all of the recreation programs and communicated widely so everyone understands what to expect. Clarence Munsch, Parks Swimming Program Representative, agreed to meet with team coaches and parent representatives to develop recommendations for the Park Committee to consider.

Old Business

1. Elimination of Wild Flower Garden – Pryzby

Pryzby said the wild flower garden looks particularly bad this year. He recommended it be mowed and cleared so it can be replanted at a later date. The committee consented to mowing it and discuss replanting it again in the Fall.

2. Prairie Park Dedication

Diana said that she and Kathy have been discussing plans for the dedication ceremony for Prairie Park and Schliffke Park. They proposed it be held on Labor Day from 1-3 pm. She said this could be a larger event than was held in the past including such things as having a folk band, ice cream, and a prairie themed activity for the kids. County Commissioners and Parks Board Members would be invited. Pryzby warned Mission Hills could have construction on the bridge by Labor Day. Diana asked if he would check into the time table for construction. Diana said they would formalize the dedication plans, review budget, and talk about them again next month.

3. Park Cleanup after events – Pryzby

Pryzby said that Harmon Park is a mess every year after the Shawnee Mission East (SME) Cinco de Mayo celebration. He said he regularly receives complaints about refuse at all of the City's parks on the weekends. Diane asked if the City bills SME for the cleanup when they do not comply with the terms of the permit. Pryzby said that has not been done but he believes it could be. Vernon will find out who made the reservation.

Pryzby said he also receives complaints about tennis players being at the park at 5 am. He suggested revising the park hours which are currently from sunrise until 11:00 pm..

4. Windsor Park Tennis Repair – Pryzby

Pryzby said the base has been poured for the new posts and the court should be open in two weeks.

5. Meadowlake Tennis Repair – Pryzby

Pryzby said the contractor is getting ready to pour the post foundations and the project should be finished in mid or late July.

6. Municipal Campus Basketball court repair – Pryzby

Mentioned earlier.

7. 69th Street Fountain Repair – Pryzby

Pryzby said the fountain drain in the 69th St. Fountain is plugged, the pipe is broken and leaking into the ground, and the fountain was running over. He said the records he searched do not indicate who owns the fountain. He suggested the city take responsibility for the fountain and island so it can be fixed. The fountain needs to be rebuilt at a cost of around \$30,000. Diana cautioned the City would

be setting a precedent to fix private fountains/statuary on other islands. Pryzby said the city budgets \$10,000 every year to upgrade islands. Diana said this would need a motion to go to Council.

Ruth Hopkins moved to recommend the City take ownership of fountains on islands that are not on private property. Committee members discussed city fountains, in particular Carroll Plaza, and asked if a priority list of fountain repairs should be considered.

Pryzby stated the money should come from Capital Expenditures. Committee members questioned how many fountains this would involve. Pryzby will provide an inventory next month. Sean moved to table the motion until an inventory is provided. A vote was taken on the motion to table and the motion was unanimously approved.

8. 2007 Capital Infrastructure Program

Chairperson Diana Ewy Sharp said the 2007 CIP (capital improvement program) for parks in the proposed budget totals \$143,000. Barbara Vernon reminded her the amount tentatively approved by Council for 2007 follows the Council's past direction to invest the parks portion of revenue from the alcohol tax in park improvements. The alcohol tax restricted revenue allocated for park development in 2007 is projected to be \$80,000.

Ruth Hopkins said she believes the Council members think they approved the park CIP as presented by Bob Pryzby during the May 1st meeting. Vernon said no approval was given at that Council Committee meeting, Council members just asked questions about Bob's proposals.

During the Public Works budget work session Bob explained that he had increased the Public Works portion of the Infrastructure Improvement budget from the \$3 million budgeted and approved by Council in the past to \$4 million for 2007. He explained why he felt the increase was necessary and responded to questions. He did not address an increase in the Park CIP at that time because that is part of another budget program which was to be considered at a later meeting.

Before the working budget was distributed to Council, it was sent to each of the department managers with a request that they thoroughly, edit and/or approve it one last time before it was distributed to elected officials as the budget proposal. The difference between the original CIP program discussion and the budgeted amount was not noticed by staff. When the Parks and Community program budget was presented, it was noted that the park improvement CIP budget for 2007 would total \$80,000. If the amount was to be increased to \$143,000, it should have been done by staff at that time with the explanation of the need for the increase. Again, it was missed.

Ms. Sharp asked Park Committee members what they think should be done at this point. There was general agreement that the plan presented to the Council by Pryzby is sound and all are necessary expenditures. Clarence Munsch made the following motion which was seconded by Shawn Hickey and approved by a unanimous vote:

RECOMMEND THE CITY COUNCIL INCREASE THE 2007 BUDGET FOR PARK IMPROVEMENTS FROM \$80,000 TO \$143,000 TO ACCOMPLISH THE FOLLOWING IMPROVEMENTS:

Fall zone replacement	\$ 40,000
Half basketball court	10,000
Meadowlake Park Playing Field improvement	32,000
Park furnishing and play equipment	10,000
Swimming pool reserve	30,000
Parking lot resurfacing	<u>21,000</u>
TOTAL	<u>\$143,000</u>

COUNCIL ACTION REQUIRED

9. Park and Recreation policies review – Pryzby

Pryzby stated many of the current policies related to parks can be combined into one policy. He agreed to bring recommendations for amending park policies to a future meeting.

Diana suggested having a separate meeting in late August to review a draft of what has been accomplished toward finalization of the business plan so far.

Announcements

No items.

Adjournment

Diana adjourned the meeting at 8:00 pm.

COUNCIL COMMITTEE OF THE WHOLE
June 19, 2006

The Council Committee of the Whole met on Monday, June 19, 2006 at 6:00 p.m. The meeting was called to order by Council President David Belz with the following members present: Al Herrera, Bill Griffith, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Pat Daniels, Charles Clark and Diana Ewy Sharp. Staff members present: Barbara Vernon, City Administrator; Charles Grover, Chief of Police; Bob Pryzby, Director of Public Works; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

Council President David Belz noted the agenda for the meeting consisted of items for general discussion by the Council. Mr. Belz had recently attended a session on parliamentary procedures during a national league of cities event and wanted to share the information he had gained with the Council.

He advised the "friendly amendment" used by the Council in the past was not appropriate, noting that once a motion is seconded it is considered to be on the table and the motion no longer belongs solely to the maker, but is now the property of the entire group and official action must be taken on the motion. At this point, the maker of the motion does not have the ability to change the motion.

Mr. Belz stated in presiding at meetings, both he and Mayor Shaffer, will try not to call on an individual a second time until everyone who desires to speak has spoken. Diana Ewy Sharp clarified that this would not apply in the situation where a specific response was requested of an individual.

Charles Clark confirmed the City operates under "Robert's Rules of Order". He expressed concern with the process taking away from the actual discussion instead of assisting it.

Diana Ewy Sharp noted that when voting on the Consent Agenda the vote must be cast for the entire agenda. If you wish to vote "no" on an item listed on the consent agenda, you must remove it for discussion. For example, you can not vote "aye" on all items but #5. Mr. Belz stated he does not feel it is a big issue to pull an item from the consent agenda for discussion.

COU2005-21 Develop a policy for the use of Fund Balance

Laura Wassmer stated she was comfortable with the current policy. She feels the fund balance should be used, being mindful that sufficient funds are retained to cover any unforeseen expenditures. However, she feels retaining funds beyond what is needed is not in the best interest of the residents.

David Belz asked what the existing policy was. Bill Griffith responded the current policy calls for fund balance to be maintained at 18%.

Mr. Griffith stated if fund balance goes to 20-24%, he doesn't feel it is necessary to immediately spend it down but feels it would be ok at that level noting there are a number of potentially large projects on the horizon. He does not feel compelled to hold the fund balance at 18%, especially if it is being spent on operating expenditures and not capital improvements.

Mr. Belz asked if he felt it was ok to increase taxes while maintaining a high fund balance. Mr. Griffith responded he felt it was appropriate to not roll back the increase from rising property appraisals, but not to increase taxes. He feels the increase in property appraisals addresses inflation. He noted the city's mill levy has remained the same for several years.

Laura Wassmer said she thought the city was rolling back the reappraisal increases. Barbara Vernon responded the City initially did roll back the increases but for the past several years it has not. She also noted the City had a mill levy increase of 2.3 mills for the 2003 budget.

Ruth Hopkins supported having fund balance available for capital improvements and unexpected expenditures, not for routine operating expenditures.

Laura Wassmer noted the major expenses facing the city are not going to go down; i.e. the cost of maintaining infrastructure, medical costs for employees, etc. The city needs to focus on raising revenue. She feels it is ok to spend from the fund balance once or twice, but not year after year for these expenditures. She agreed with Mr. Griffith that there are large projects on the horizon. The focus needs to be on how to increase revenue and stressed the need for the city to move forward on redevelopment.

David Belz stated he does not have a problem spending down the fund balance to around 15 - 20% even on operating expenditures as long as the Council stays aware of what the fund balance is. He is concerned with the rising costs for the upkeep of infrastructure. He is uncomfortable with a fund balance over 18% and feels the policy needs to be followed better. There needs to be a trigger to initiate action when the fund balance reaches a designated level. The question is what is that point and what will be done at that point.

Diana Ewy Sharp asked if that was addressed by the Long Range Financial Planning Committee. Bill Griffith responded no trigger was set for above or below 18% but noted the large fund balance was a good problem to have.

Laura Wassmer expressed frustration that the City Council was still waiting for the Village Vision Report first promised in December and then in February. Now six months later the city is still waiting. She wants to begin discussing TIFF and options for assisting redevelopment. She feels that perhaps the City should bring in experts

to discuss with the Council the options available. How does the city increase revenue and the financial stability of the Village.

Diana Ewy Sharp stated "Village Vision" is not going to be a "magic pill" for redevelopment. Most of the report addresses how to stabilize and enhance the City.

Laura Wassmer stressed that the Council should be discussing when sites become available how to change them from non-profit, non-tax entities to become revenue producing entities. She noted the recent change of ownership of Zion Lutheran Church on 75th Street to another church and questioned if the city could not/should have done something to encourage a change in use.

David Belz asked if the Council would like to have a committee to discuss this further. Al Herrera stated he felt the item should be kept with the Council.

Ruth Hopkins noted there is not a consensus among the Council members and feels that a consensus is needed before the Council can move forward. The Council needs to determine how the fund balance will be spent. The purchase of land by the City will require a significant financial investment.

David Belz noted the Long Range Financial Plan identified there are several properties in Prairie Village that do not generate revenue and suggested taking of opportunities for these properties when they arose.

Al Herrera stated he is comfortable with the developers in Prairie Village and noted the only large area remaining is the country club which he would like to see retained as green space. He would like to see the fund balance around 40%.

Laura Wassmer said she would like the city to be proactive in developing relationships with developers, talking with them to determine what they need and what they are looking for that the city could provide. Mr. Herrera responded he did not feel developers wanted to work in Prairie Village because of the number of restrictions in place by the City.

Diana Ewy Sharp stated the "Village Vision" provides the opportunity to explore options. Ms Wassmer again stated the Council has yet to see the report. Doug Luther responded the steering committee has reviewed the entire text page by page and the document has been returned to ACP with the recommendations of the steering committee. When they complete the requested changes, the document will come back to the City Council and steering committee to determine if this is the draft you want to go forward with.

Barbara Vernon asked if this assignment could be removed from the Committee agenda assignments. Mr. Griffith responded the Council President has the prerogative to decide when an item is to be removed and when to bring the item back for further discussion.

COU2000- 07 Consider current policies and procedures for code violations

David Belz stated he feels the enforcement of property maintenance codes is a strong issue for Prairie Village residents. Residents think the city should be addressing “those things”. He feels residents should report potential violations and not expect codes to find all the violations.

Bill Griffith provided background for the new Council members advising them of a major shift in the enforcement of codes by the city approximately five to six years ago. At that time the City was experiencing significant problems with perpetual offenders and a strong shift was taken to a more aggressive stance. New software was purchased which allowed the city to track the entire code violation history for a piece of property. The City stopped giving multiple notices and opportunities to individuals to correct violations and instead send these cases to Municipal Court. A policy was set establishing a limited number of notices and then a citation was issued in municipal court. Mr. Griffith stated it was a huge jump forward and now is a good time to re-examine the program. He asked for the following information:

- Number of cases handled
- Time taken to resolve
- Is the number of habitual offenders increasing
- Are 4-5 code violators producing 80% of the problems?
- Can and should the current code be changed?

Doug Luther introduced Marcia Gradinger, the City's Code Enforcement Officer, to address Mr. Griffith's questions.

Ms Gradinger responded she processes approximately 1,000 complaints a year. The number of habitual offenders is not increasing, but the city does have some. There are a few long-standing situations. She feels the city is doing much better in compliance to regulations and she is writing few tickets. Tickets are written when no action has been taken or correction of violations. She noted tickets are written on confirmed violations, they are not issued solely on the basis of a complaint. She appears in court on each ticket that is written.

Ms Gradinger travels the city looking for violations. When a violation is spotted, it is noted and a field inspection of the property is scheduled. She also does receive complaints from residents and will investigate them.

Mr. Griffith asked if during her interaction with other code enforcement officials she has found any better tools that would assist her in her position. Ms Gradinger believes the City of Overland Park will tow an inoperable vehicle, she is not certain how it works. One of her frustrations is with city's currently limitations in dealing with inoperable vehicles. The City of Mission has recently also discussed a provision that would allow them to tow, but has backed off. Ms. Gradinger said it is very difficult to prove in court whether or not a vehicle is inoperable if the vehicle is currently licensed.

Mr. Griffith asked if the court system was levying fines for those cases taken to court. Ms Gradinger responded she felt the judges have been very fair in their assessment of fines and noted there have been very few individuals who have had to be taken to court for a second violation.

Laura Wassmer noted a lot of change has taken place to get to this point. She noted when she started on Council there were many code violations in her ward and she was frequently getting calls from residents on on-going cases. She feels the current system is working well. Ms Gradinger noted most cases get resolved within the time period given for compliance.

Charles Clark asked how many cases were the result of resident complaints. Ms Gradinger responded approximately one half of the 1,000 cases annually come from resident complaints. She stated she also does gateway inspections of various neighborhoods in the city twice a year. Residents within an identified area are mailed information on city codes and advised that an inspection will be made of their area during a specific time frame. She then follows up on any problems discovered.

Ruth Hopkins said she feels the city's external inspection required for rental property licenses has been effective in maintaining the condition of the city's rental properties. Ms. Gradinger stated the city has over 680 rental properties and they are not the maintenance problem they are perceived to be. Most of the rental property owners in Prairie Village comply with the City's codes.

Al Herrera noted inoperable vehicles are the problem he receives the most calls on from residents.

David Belz stated this is an important topic and a way to maintain the city's property values. He does not feel the City can be too aggressive in code enforcement for 99% of the residents. He noted he has seen significant change/improvement in properties in his ward and does not want the city to lose its edge and become complacent. He feels residents will support that stance.

COU2005-24 Develop and improve parliamentary procedures

Laura Wassmer stated she has found sessions in the past on this issue to be more effective when dealt with as they occur in the context of meetings or discussions.

City Attorney Charles Wetzler noted the primary areas of concern are how many votes are needed to taken a particular action, what type of vote is necessary, when the Mayor votes, etc. The City follows Robert's Rules of Order.

Ruth Hopkins noted the information provided by the League of Kansas Municipalities is in response to a very wide variety of situations and Council, including very small City Councils.

It was the consensus of the Council members to continue with Robert's Rules of Order and to use the rules as a guideline to assist in the operation of the meeting and not to complicate or overshadow the issues being discussed.

COU2005-28 Consider more effective public notice of Council and Committee vacancies

Andrew Wang said he does not feel the City goes a good job and giving public notice of vacancies on the City Council in particular. Information on committee vacancies is appropriate.

Doug Luther noted committee vacancies are currently posted on the City's website and are updated monthly.

Al Herrera noted the notice of Council vacancies is usually done through a press release. Many times the press will interview the outgoing Council member and publish notice of the vacancy.

Mr. Wang stated he felt there were people who would do a good job as Council members who are unaware and unknowledgeable of the process for the filling of a Council vacancy. He acknowledged that the Council ratifies any appointment made by the Mayor, but noted at that point in the process the candidates have already been interviewed and screened by the Mayor.

Diana Ewy Sharp stated she supports a press release to the media when a vacancy occurs on the City Council.

Mr. Belz indicated that he found out about the vacancy he filled through the newspaper. Mr. Wang would like to see a specific notice of vacancy and process established to ensure that wide spread notice is given when a vacancy occurs

Council President David Belz adjourned the meeting at 7:28 p.m.

David Belz
Council President

VillageFest 2006 – 10th Anniversary

June 22, 2006

Minutes

Call to Order

The meeting was called to order by Chairman Ann Lilak. Present: Chris Andrews, Capt. Wes Jordan, John Capito, Bob Pisciotta, Ann Bontrager, Joel Crown, Shawn Hickey, Ed Roberts, Tracy Hill, Amy Haulmark, Kathy Peterson, Dennis Rice, Art Dick, Mike Helms, Bob Pryzby, Craig Doty and Barbara Vernon.

Minutes from May 25, 2006

Bob Pisciotta moved approval of the minutes of the meeting held May 25, 2006 . Bob Pryzby seconded the motion which passed.

Brief Updates

Budget/Corporate Sponsors

Ann said sponsors are listed on the brochure. She said the most recent sponsor is Chad Taylor, Keller Williams Realty Partners, Inc. Ann said Chad is enthusiastic about the event. She said he would be a good addition to the VillageFest committee next year and she will encourage him to join.

Wrist bands were distributed to committee members. Ann urged everyone to wear them from now until the 2006 VillageFest ends. They will be distributed along with other “give aways” at VillageFest.

It was suggested a portion of the sponsor money be used for committee shirts this year. Committee members discussed the idea and agreed.

Don Mackey, who designed the flyer this year, spent a significant amount of time on the project and helped with other 10th Anniversary issues. Ann suggested he be paid \$200 from sponsorship funds in appreciation of his efforts. Committee members agreed.

Update on Contracts/Insurance/Others

Barbara Vernon reported the contracts are all signed and approved by Council, insurance certificates are on file and checks have been prepared.

She reviewed a VillageFest reminder check list.

Lost or unattended children should be brought to the stage and announced. If a parent reports a lost child, contact the police.

Vendors are not allowed to install their fencing, City Public Works employees must do that.

Public Works will pay for breakfast for their employees.

Food and water for volunteers will be available in the employee lunchroom in the Municipal Building.

Petting zoo vendor will have sanitary gel, Bob Pisciotta will purchase 1000 3 ounce plastic cups for the food.

Requests for Public Works

Bike rodeo – 1 table, chairs and tent
McCrae puppets – generator
Creative Center – tables and chairs
Face painting – table and chairs
Parade – fire truck will idle on Mission Rd. during the parade, PW employees will wave participants over to the flagpole, the fire truck will follow.
Petting zoo – refuse cans, water
Ponies – water
Wacky Banana – water hose, power
Beaks 'n wings – no request
Blood Drive van – space on the grounds
Fire Department – need to make arrangements to tow the car away
Information booth – 2 tables, 6 chairs and tent, site maps
Radios from PD
PD – tent
Quilts – 6 tables, Ann has clamps
Funkhouser – 45 chairs
Cosgrove – table and 2 chairs
Patriotic Service – flags and 12 – 15 chairs
Hy-Vee – 10 picnic tables
Pancake breakfast – table, chairs, money bags and money drawer
Windows by Anderson – table and chairs

Last Minute Follow-up

Sam Brewster will announce helicopter. Wes is working with the churches. He said we may not be able to use all lots because of construction..
Vendor parking will be at Shawnee Mission East.
Each committee member was asked to contact their vendors to make certain they have the event on their calendar.
Ida McBeth – Ann will contact her for equipment needs.
Decorations: flags will be placed along Mission Rd. July 3rd at 4:30 pm. Art Dick, Kathy Peterson, Ann Bontrager, Joel Crown, John Capito, Diana and Doug Sharp will help with the decorations.
City Hall, breakfast and information booth – need volunteers beginning at 6:30 am on 7/4 – PW will cleanup. Ed Roberts will find volunteers for the breakfast.

Project Coordinators/Sub-Committee Updates

Quilt Show – Ann Bontrager
She has one volunteer and one quilt. Joel said he has located thirteen quilts and two volunteers.

Item Toss – Ann Bontrager

Ann said they decided not to publicize the drop. The Mayor will announce the prize code

Skate Board Park – Kathy Peterson

Kathy said obtaining the waivers became a problem. There will be no demonstration this year.

Community Spirit Award – Diana Ewy Sharp

Judges have all been appointed and will meet next weekend.

40 Piece Orchestra – Ann Lilak

The orchestra has grown to 45 participants. They will have a practice on Monday, July 3rd in Overland Park.

Entertainment – Bob Pisciotta

Bob said the entertainment is all set. He was able to contract for clowns and a magician. Wacky Banana will bring four inflatables this year.

“Fly-by’s” – Ann Lilak and John Capito

Ann and John have been unable to get anyone to commit to a “fly-by”. July 4th is one of the most difficult days of the year to have this type of event. Ann said the staff person in Dennis Moore’s office was not able to help.

Mascots

Sluggerrr, K.C. Wolf and K.C. T-Bone will all attend.

Children’s Parade – Joel Crown

He is purchasing decorative items and using some left over from last year.

Family Creativity Center – Tracy Hill

Tracy said the crafts have arrived. She will need several volunteers to help throughout the day. Bob Pisciotta volunteered his wife and two daughters, John Capito said he will provide one volunteer, Wes Jordan will provide two volunteers, Jim Bernard will provide one.

Patriotic Service – Ann Lilak

Ann said she located a speaker and soloist for the service.

Volunteers – Dennis Rice and Shawn Hickey

Kathy Peterson and Jim Bernard will staff the Information Booth. They will not give water away this year but Hy-Vee will sell it and volunteers can get theirs at the lunchroom.

Publicity – Amy Haulmark

The post card was mailed today. Brochures are also out and there will be ½ page ad in the K.C. Star Saturday. There will be a full page ad in the Star on Wednesday and Saturday of next week. None of the radio stations responded to her request this year.

Committee Shirts – Ann Lilak

Ann brought the shirts to the meeting and distributed them to committee members.

Food Vendor Participation – Ann Lilak

Hy-Vee will serve a variety of items.

Ultimate Fun Foods will sell flavored shaved ice.

These are the only two vendors allowed to sell products on the grounds during the event. If others come, they will be directed to leave.

Public Works Demonstrations/Displays – Bob Pryzby

They are ready to go.

Public Safety Demonstrations/Displays – Captain Wes Jordan

They are ready.

Consolidated Fire District #2 Demonstrations/Displays – Chris Andrews

Chris said they will have the pumper truck from 9:30 until 11:30. After that the pumper will be returned to the station and the bucket truck will be brought to the event.

Decorations

Art Dick said he will begin decorating at 6:30 am. Ann said there is a \$200 budget for a balloon arch with red, white and blue balloons. Art will locate a company to provide an arch for the information booth.

Student Essay Contest – Ed Roberts

Ed read the winning essay written by Eden Kreighbaum. Committee members agreed to award her a \$50 savings bond and a \$50 Prairie Village gift certificate. Mayor Shaffer will read the essay at the Patriotic Service.

Pancake Breakfast – Ed Roberts

Ed said he will need someone to help him with the money and plates. Craig, Barbara and Joel will take turns providing that assistance. A police officer will stay around the area during the breakfast. Periodically, throughout the morning, Barbara and Craig will take money to PD to go in the safe.

Information Booth – Jim Bernard

The booth needs more decorations than it had last year.

Hospitality – Doug Sharp

Johnny's will provide food and drink for volunteers.

Car Show – John Lilak

John expects to have between ten and fifteen cars on display.

KU Med Van – Art Dick

Art said he is not certain why the van is not available this year. He thinks it will be back next year.

City Committees – John Capito

Tree Board and Environmental Recycle Committees will be there. The Sister City Committee will not be represented this year.

Train Show – Jim Hanson

No report.

Adjournment

The meeting was adjourned at 8:30 pm.

Wrap-up Meeting Date: Thursday, July 27 at 7:00 pm in the Community Center.

Planning Commission Actions
Wednesday, July 5, 2006

PC2005-05 Request for Special Use Permit for Wireless Communication Antenna and related equipment at 67th & Roe (McCrum Park)

The Planning Commission continued this application to their September 5, 2006 meeting at the request of the applicant

PC2006-107 Request for a Building Elevation Modification at 3000 West 71st St.

The Planning Commission approved the requested building elevation modification for the proposed rebuild of the home at 3000 West 71st Street as presented.

PC2006-108 Request for Approval of an Amendment to the Sign Standards for the Prairie Village Shopping Center Main Center

The Planning Commission approved an amendment to the Sign Standards for the Village Main Center, adding Section 9 entitled "Wall Mounted Signage - For Building 26A - Macy's" with the revisions recommended by City Staff and approved the proposed signage as submitted.

Council Members
Mark Your Calendars
July 17, 2006

July 2006	Pat Deeter watercolor and pastels exhibit in the R.G. Endres Gallery
August 2006	John Roush, Mike Walsh and Doug Bennett pastel exhibit in the R.G. Endres Gallery
August 1	PRIMARY ELECTION
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	City Offices Closed observance of Labor Day
September 4	Dedication of Prairie Park 1 p.m. to 3 p.m.
September 5 Tuesday	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	Marearl Denning photography and ceramics 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)

COUNCIL COMMITTEE

COU99-13 Consider Property Audits (assigned 4/12/99)
COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)
COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)
COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)
COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)
COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)
COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)
COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)
COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)
COU2005-15 Consider planning meetings for the Governing Body (assigned 9/6/2005)
COU2005-16 Consider how to improve Council's effectiveness as a team (assigned 9/6/2005)
COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)
COU2005-19 Consider term limits for elected officials and committees (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)
COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)
COU2005-29 Consider 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)
COU2005-44 Consider YMCA Partnership (assigned 12/14/2005)
COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006) - returned to Planning Commission
COU2006-05 Consider Committee Structure (assigned 4/25/2006)
COU2006-06 Consider 2007 Budget (assigned 4/25/2006)
COU2006-16 Presentation of the Financial Audit for 2005 (assigned 7/12/2006)
COU2006-17 Consider Employee Benefit plan for 2006-2007
COU2006-18 Consider Increasing Section 125 Medical Expense Maximums

LEGISLATIVE/FINANCE COMMITTEE

LEG2000-25 Review fee schedules to determine if they are comparable to other communities and where appropriate (assigned Strategic Plan for 1st Quarter of 2001)

COMMITTEE AGENDA

July 17, 2006

- LEG2003-12 Consider Resident survey - choices in services and service levels, redevelopment (assigned 8/7/2003)
- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and 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)
- PK2005 -11 Consider Use of right-of-way island at Somerset and Lee Blvd (assigned to L/F Committee)
- LEG2005-49 Consider Building Permit and Plan Review Fees (assigned 12/21/2005)

PARKS AND RECREATION COMMITTEE

- PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)

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)
- COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006)

POLICY/SERVICES

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)
- POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)
- 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)
- POL2005-21 Consider Project 190851: 2006 Paving Program Sidewalks (assigned 8/30/05)
- POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005)
- POL2005-33 Consider establishment of school crossing guard policy (assigned 11/14/2005)
- POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program (assigned 11/20/2005)
- POL2006-09 Consider Project 190849: Roe Avenue - 91st to 95th (assigned 4/25/2006)
- POL2006-10 Consider Project 190858: 2006 Crack/Slurry/Microsurfacing Program (assigned 3/2/2006)
- POL2006-11 Consider Project 191014: 2006 Concrete Repair Program (assigned 3/2/2006)
- POL2006-12 Consider Project 190856: 95th Street - Mission to Nall (assigned 4/25/2006)
- POL2006-13 Consider Project 190851: 2006 Paving Program (assigned 4/25/2006)

PRAIRIE VILLAGE ARTS COUNCIL

- PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1st Quarter of 2001)

NOTEWORTHY

July 2006

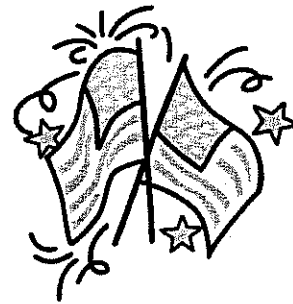
JULY BIRTHDAYS & ANNIVERSARIES

Birthday Wishes to...

07/01	Nicholas Sanders	Human Res. Spec
07/03	John Olson	Police
07/07	Lorra Jagow	Police Records
07/09	John Waller	Public Works
07/16	Latina Knight	Police
07/20	James Henderson	Public Works
07/23	Tim Schwartzkopf	Police
07/29	John Nunamaker	Public Works
07/30	Jeff Patterson	Public Works
07/31	Daniel Timmons	Public Works

We appreciate your years of service...

Daryl Thompson	Police	14 years
Connie Walsh	Codes	7 years
Mike Pinnick	Public Works	1 year



New Arrival...

Ivan and Sareth Washington are the proud parents of Ty Yong Washington, born June 25. He was 7 pounds 3 ounces and 20 inches long. Congratulations!



Congratulations to....

Jeanne (Akins) Koontz and Daniel Koontz who were married on June 17th.



Thanks...

There is no way I could ever put into words just how much the meals, cards, phone calls, visits, donated time and most of all your many prayers meant to me. Prayers are answered. As of now there are no signs of cancer and every day I am regaining a little more of my strength.

May God Bless each of you,
Glenda Herring

FYI...

As you are aware, the City has been conducting a comprehensive compensation and benefits study. To assist with this project, the City has retained FBD Consulting to review the City's salary ranges and benefit programs to determine if they are competitive with the surrounding market, and to recommend changes to the City's compensation and benefit programs.

The study is nearly complete, and new salary ranges are being considered for many job classifications.

Informational meetings are being held to provide a status report on the project and give you an opportunity to ask questions about the new salary ranges under consideration.

These meetings will be held:

- Wednesday, 26 July, 2:30 pm
Multipurpose Room
- Wednesday, 2 August, 10:00 am
Multipurpose Room
- Thursday, 3 August, 2:30 pm
City Council Chambers

Please make plans to attend one of these meetings. If you have any questions please contact Doug Luther or Nic Sanders.

UnitedHealthcare offers tools to get your health care questions answered quickly and accurately.

Our health plan provider, UnitedHealthcare, offers excellent resources to help you maintain your health and a variety of ways to get answers to questions and manage your health care.

Managing your personal health: After you've enrolled, you can register on myuhc.com where you can get individualized information on benefit eligibility and coverage, locate a network physician, check the status of claims, and estimate out-of-pocket costs.

Researching health information: Get answers to health questions 24 hours a day by calling our NurseLine/Care24 or by logging on to the nurse chat section of myuhc.com.

Getting Help: Call customer service if that's most convenient for you.

Get ready for open enrollment.

Watch for health plan and benefits information to come soon. Start thinking now about changes you may need to make with your benefits plan.