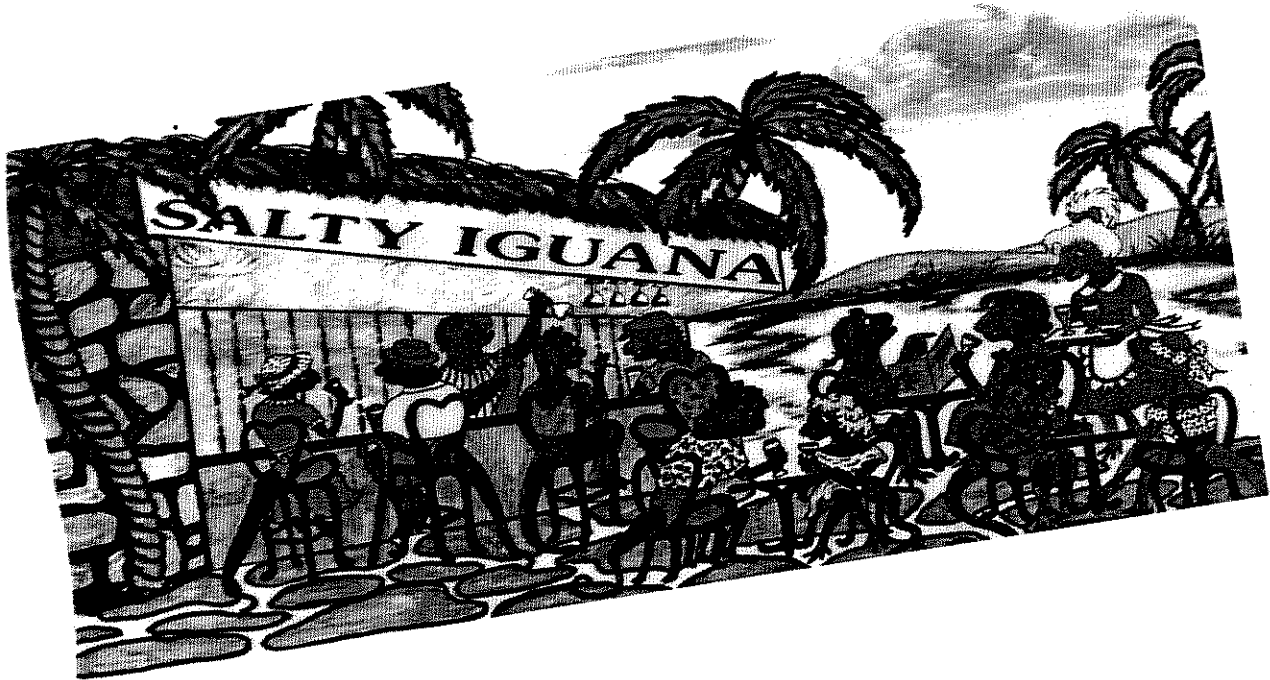


# City Council Meeting

*June 19, 2006*



*Dinner  
provided by:*

**SALTY IGUANA**

Burritos and Enchiladas  
Beans and Rice  
Iguana dip,  
Chips and sauce

## **COUNCIL COMMITTEE**

**Monday, June 19, 2006  
Council Chambers  
6:00 P.M.**

**David Belz**

### **I CONSENT AGENDA**

### **II OLD BUSINESS**

**COU2005-21      Develop a policy for use of Fund Balance  
(CP056 – Financial Management Policies)  
(2003 Long Range Financial Planning Committee Report)**

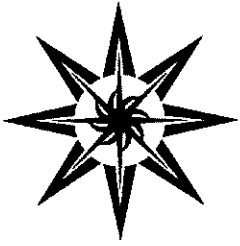
**COU2000- 07      Consider current policies and procedures for code  
violations  
(PVMC Chapter 8 Articles 2 – 4)  
(Code Enforcement Implementation Plan)**

**COU2005-24      Develop and improve parliamentary procedures  
(Code of Procedures for Kansas Cities)  
(Article from KS Government Journal – August 2004)  
(Handbook for Effective Meetings)**

**COU2005-28      Consider more effective public notice of Council and  
Committee vacancies**

**COU2005-23      Consider sponsoring social events with other jurisdictions**

### **III NEW BUSINESS**



# City Council Policy: CP056 - Financial Management Policies

Effective Date: October 20, 2003

Amends:

Approved By: City Council

---

I. SCOPE

II. PURPOSE

A. Prairie Village Financial Management Policies provide a basic framework for the overall fiscal management of the City. The policies represent a foundation to address changing circumstances and conditions, and assist in the decision making process. The financial policies represent guidelines for evaluating both current activities and proposals for future programs.

III. RESPONSIBILITY

A. City Administrator / Finance Director

IV. DEFINITIONS

V. POLICY

A. The Prairie Village Financial Management Policies reflect long-standing principles and practices, which have enabled the City to maintain its financial stability. It is intended that the policies be reviewed annually so the guidelines represent a realistic, current framework for public policy decisions. Policy statements for the following areas:

- 1.0 Operating Budget Policies
- 2.0 Revenue Policies
- 3.0 Reserve Policies
- 4.0 Debt Policies
- 5.0 Capital Budget Policies
- 6.0 Accounting Policies
- 7.0 Investment Policies
- 8.0 Treasury Policies

1. Operating Budget Policies

The objective of the operating budget policies is to maintain adequate service levels at reasonable costs by following sound financial management practices.

- a.) Balanced budget. The operating budget shall be balanced. For each fund, ongoing costs shall not exceed ongoing revenues plus available fund balances used in accordance with Reserve Policies.
  - b.) Borrowing for operating expenditures. The City will not use debt or bond financing to fund current expenditures.
  - c.) Planning. The budget process will be coordinated so as to identify policy issues for governing Body consideration prior to the budget approval date so proper decision analysis can be made. The City Administrator shall have responsibility for: supervising the preparation and coordination of the budget, advising Department Managers of budget formats, timing and constraints; as well as the preparation of such cost/benefit studies and revenue/expenditure projections as necessary to fulfill such budgetary responsibilities.
  - d.) Performance evaluation. Where appropriate, performance measurement and productivity indicators shall be integrated into the annual budgeting process. All departments will be reviewed regularly for such performance criteria as program initiatives, compliance with policy direction, program effectiveness and cost efficiency. The information will be reported to the Governing Body annually.
  - e.) Budgetary controls. The City will maintain a budgetary control system to ensure adherence to the adopted budget and associated appropriations.
    - The Governing Body shall review proposed expenditures in the form of appropriation/claims ordinances presented at each Council meeting, as well as through quarterly financial reports.
    - Prior to Council review, the City Treasurer shall review disbursements for the purpose of determining adherence to the approved accounting procedures.
-

- The City Administrator and Finance Director will review monthly and quarterly expenditure reports to determine adherence to the approved budget. Department Managers shall have primary responsibility for insuring compliance with their approved departmental budget. If the City Administrator or Finance Director find an expenditure which constitutes a significant deviation (an unbudgeted impact of more than \$5,000 on a particular budget category) from the approved expenditure plan or approved budget, the department head will be asked to prepare an amended departmental budget an/or expenditure plan to accompany the appropriations ordinance for review by the Governing Body.
  - City Department Managers shall have primary responsibility for insuring compliance to approved departmental budget and expenditure plans.
- f.) Financial reports.
- Monthly expenditure reports will be prepared for Department Managers at the end of each month to enable them to meet their budget goals and to enable the City Administrator and Finance Director to monitor and control the budget.
  - Summary financial reports will be presented to the Governing Body quarterly.
- g.) Service levels. The City will attempt to maintain essential service levels. Changes in service levels will be governed by the following policies:
- h.1.) Budget process. The annual budget process is intended to weigh all competing requests for City resources within expected fiscal constraints. Requests for new ongoing programs made outside the annual process must substantiate the need for the new program.
  - h.2.) Personnel expenses. Requests for additional personnel should meet program initiatives and policy directives after service needs have been thoroughly documented or it is substantiated that the new employee will result in increased revenue or enhanced operating efficiencies.
2. Revenue Policies
- The objective of the revenue policies is to ensure that funding for public programs is derived from a fair, equitable and adequate resource base, while minimizing tax differential burdens. The City will keep the revenue system as simple as possible by avoiding nuisance taxes, fees or charges only as a revenue source.
- a.) Revenue structure. The City will maintain a diversified and stable revenue system to shelter programs from short-term fluctuations in any single revenue source.
- b.) Sources of services financing. Services which have a city-wide benefit will be financed with revenue sources which are generated from a broad base, such as property taxes and state aids. Services where the customer determines the use shall be financed with user fees, charges and assessments directly related to the level of service provided.
- c.) User fees. The City will maximize the utilization of user charges in lieu of general revenue sources for services that can be individually identified and where the costs are directly related to the level of service:
- Cost of service. The City will establish user charges and fees at a level which reflects the costs of providing the service, to the extent legally allowable. Operating, direct, indirect (where practical and available) and capital costs shall be considered in the charges. Full cost charges shall be imposed unless it is determined that policy and market factors require different fees.
  - Policy and market considerations. The City will also consider policy objectives and market rates and charges levied by other public and private organizations for similar services when fees and charges are established.
  - Annual review. The City will review fees and charges annually, and will make appropriate modifications to ensure that charges grow at a rate which keeps pace with the cost of efficiently providing the service.
  - Non-resident charges. Where practical or legally allowable, user fees and other appropriate charges shall be levied for activities or facilities in which non-residents participate in order to relieve the burden on City residents. Non-resident fees shall be structured at market levels.
  - Internal service fees. When interdepartmental charges are used to finance internal functions, charges shall reflect full costs; indirect expenses shall be included where practical.
- d.) License Fees. The City will establish license fees at levels which reflect full administrative costs, to the extent legally allowable.
- e.) Fines. Levels of fines shall be requested according to various considerations, including legal guidelines, deterrent effect, and administrative costs. Because the purpose of monetary penalties against those violating City ordinances is to deter continuing or future offenses, the City will not request any increase in fine amounts with the singular purpose of revenue enhancement.

## CP056 - Financial Management Policies

- f.) Dedicated revenues. Except where required by law or generally accepted accounting practices (GAAP), no revenues shall be dedicated for specific purposes. All non-restricted revenues shall be deposited in the General Fund and appropriated by the annual budget process.
- g.) Surplus property. Surplus and seized property will be disposed of in the most cost effective manner. Council approval shall be required for the disposal of fixed assets listed on the City's balance sheet.
- h.) Reimbursements. The City will seek all possible Federal, State and County reimbursement for City programs and/or services.
- i.) Monitoring System. Major revenue sources will be tracked on a routine basis. Five year trends will be developed and monitored for major revenue sources.

### 3. Reserve Policies

The objective of the reserve policies is not to hold resources solely as a source of interest revenue, but rather to provide adequate resources for cash flow and contingency purposes, while maintaining reasonable tax rates.

- a.) Cash flow and contingency - All Funds. The City will maintain a minimum "base" unallocated fund balance of five percent of all operating fund budgets to be used for cash flow purposes, unanticipated expenditures of a non-recurring nature, or to meet unexpected increases in service delivery costs. The funds will be used to avoid cash flow interruptions, generate interest income, avoid the need for short-term borrowing and assist in maintaining the City's bond rating.
  - To the extent that unusual contingencies exist as a result of state and federal aid uncertainties, or other unknown, a balance larger than this "base" amount may be maintained.
- b.) Use of fund balances. Available fund balances will not be used for on-going operating expenditures, unless a determination has been made that available balances are in excess of required guidelines and that plans have been established to address future operating budget shortfalls. Emphasis will be placed on one-time uses which achieve future operating cost reductions. Use of fund balances must be authorized by the City Council.
- c.) Annual review. An annual review of cash flow requirements and appropriate fund balances will be undertaken to determine whether modifications are appropriate for the reserve policies.

### 4. Debt Policies

The objective of the Prairie Village debt management policies is to maintain the City's ability to incur present and future debt at minimal interest rates in amounts needed without endangering the City's ability to finance essential City services. Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued.

- a.) Bond Rating. The City will manage financial affairs to ensure Aa or better bond rating.
- b.) General obligation bonds, property tax supported. The City will utilize general obligation, property tax supported bonding to finance only those capital improvements and long term assets which have been determined by the City Council to be essential to the maintenance or development of the City and which cannot be financed with current revenue. Debt will be used to acquire major assets with expected lives which equal or exceed the average life of the debt issue.
- c.) Special obligation revenue bonds. Special obligation revenue bonds, those bonds for which the City incurs no financial or moral obligation, shall only be issued if the associated development projects can be shown to be financially feasible and will contribute substantially to the welfare and/or economic development of the City and its citizens.
- d.) Short term debt and leases. Because the City recognizes the inherent risk in short-term borrowing, it will not be used without careful investigation of financing options, cost of the financing and terms available. Lease/purchase will be used as a financing tool only when, through investigation, the City determines this is the most prudent and cost effective way to finance the project or equipment.
- e.) Limitations on issuance of new debt. The City will establish and maintain limitations on the issuance of new property tax base supported bonded indebtedness. These limitations will promote a balanced relationship between expenditures for debt service and current municipal costs, and assist in minimizing the overall property tax burden. The City will limit the issuance of new bonded debt so as to maintain or make improvements in key financial ratios, including;
  - Direct City debt should not exceed 3% of the estimated market value of property within the City.
  - Total debt service expenditures should not exceed 5% of total operating expenditures.
  - The percentage of direct City debt scheduled for retirement in the next 10 years should exceed 50% of the total outstanding debt.
  - General obligation maturities should not exceed the life of the project or asset financed with bonds.
- f.) Debt Service. Bond issues should be scheduled to equalize annual debt service requirements to the degree that borrowing costs can also be minimized.

### 5. Capital Budget Policies

## CP056 - Financial Management Policies

The objective of the capital budget policies is to ensure that the City of Prairie Village maintains its public infrastructure and equipment in the most cost-efficient manner.

- a.) Capital Infrastructure Program. The City will prepare and adopt a three year Capital Improvement Program which will detail each capital project, the estimated cost and funding source. A priority system will be used to rank recommended projects.
  - b.) Operating budget impacts. Operating expenditures will be programmed to include the cost of implementing the Capital Improvement Program and will reflect estimates of all associated personnel expenses and operating costs attributable to the implementation and/or ongoing operations of capital outlays. All single items purchased by the City which have a cost of \$1000 or more and a useful life of more than one year will be considered Fixed Asset and will be added to the fixed asset inventory.
  - c.) Repair and replacement. The City recognizes deferred maintenance increases future capital costs by an estimated five to ten times. Therefore, the City will endeavor to maintain its physical assets at a level adequate to protect the City's capital investments and minimize future maintenance and replacement costs. The capital budget will provide for the adequate maintenance, repair and orderly replacement of the capital plant and equipment from current revenues where possible.
6. Accounting Policies
- The objective of the City's accounting policies is to ensure that all financial transactions of the City of Prairie Village are carried out according to the dictates of the City Charter, State Statutes, federal grant guidelines and the principles of sound financial management.
- a.) Accounting standards. The City will establish and maintain accounting systems according to the generally accepted accounting principles and standards (GAAP) of the Government Finance Officers Association (GFOA) and the Governmental Accounting Standards Board (GASB). A centralized system shall be used for financial transactions of all City departments.
  - b.) Annual audit. An annual audit will be performed by a firm selected by the City Council and will issue an official opinion on the annual financial statements, with a management letter detailing areas that need improvement, if required.
  - c.) Disclosure. Full disclosure will be provided in all financial statements and bond representatives.
  - d.) Monitoring. Financial systems will be maintained to monitor expenditures and revenues on a monthly basis, with a thorough analysis and adjustment, if required, at mid-year.
  - e.) GFOA Award. The City will annually submit necessary documentation to obtain the Certificate of Achievement for Excellence in Financial Reporting.
7. Investment Policies
- The objective of the investment policies is to ensure that all non-pension related revenues received by the City are promptly recorded and deposited in designated depositories, and if not immediately required for payments of obligations, are placed in authorized investments earning interest income for the City according to the following criteria.
- a.) Objectives. The following objectives shall govern Prairie Village investments, as listed in order of importance.
    - Safety. Safety of principal is the foremost objective of the City of Prairie Village. Each investment transaction will be made in a manner which ensures that capital losses are avoided, whether from securities defaults or erosion of market value.
      - (a) All investments of funds of the City of Prairie Village will be collateralized to at least 100% of market value by instruments which are backed by the full faith and credit of the federal government or instruments issued by agencies of the federal government.
        - (i) 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.
    - Liquidity. The cash position of the City of Prairie Village has peaks and valleys during the year which require that a portion of the investment portfolio emphasize liquidity. The City of Prairie Village will consider liquidity as a priority, while still recognizing the need to maximize yield.
    - Yield. The investment portfolio of the City of Prairie Village will be designed to attain a market-average rate of return through budgetary and economic cycles, taking into account the City's investment risk constraints, cash flow characteristics of the portfolio and prudent investment principles.
    - Local considerations. Subject to requirements of the above priority objectives and regulations of the State of Kansas, it is the policy of the City of Prairie Village to offer financial institutions within the City and the Kansas Municipal Investment Pool the opportunity to bid on investments. Financial institutions outside the City limits may also bid on investments in accordance with state statutory provisions. When the highest yield rate offered is the same or higher than the

weighted yield rate of current investments, the offer may be accepted. When the yield rate offered is lower than the weighted yield rate of current investments, the money will be invested in a short-term account until yield rates increase above the weighted yield rate of current investments.

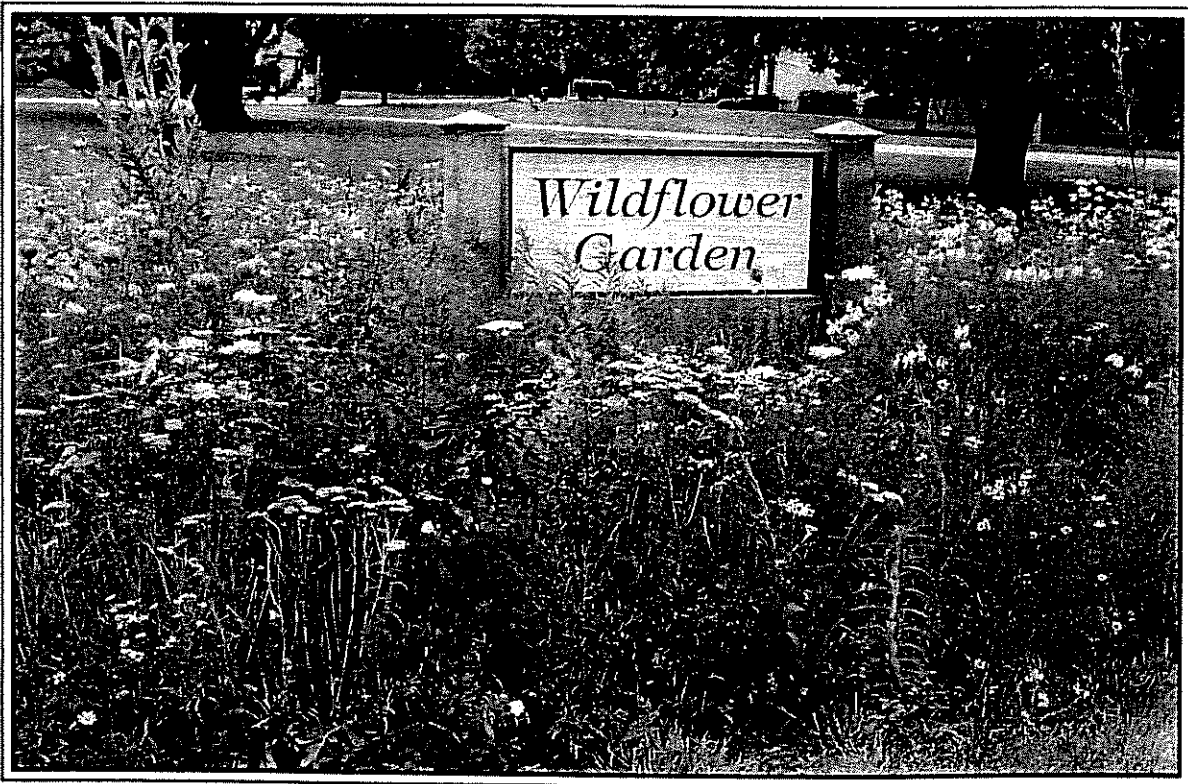
- Maintaining the public trust. Because the investment portfolio is subject to public review and evaluation, the overall investment program will be designed and managed with a degree of professionalism that is worthy of the public trust. Investment officials will avoid any transaction that might impair public confidence in the City of Prairie Villages' ability to govern effectively.
  - b.) Types of investments. The City of Prairie Village shall invest only United States Treasury bills/notes and certificates of deposit as authorized by Kansas statute.
  - c.) Diversification. It is the policy of the City of Prairie Village to diversify its investment portfolio. Assets 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. In establishing specific diversification strategies, the following general policies and constraints will apply:
    - Portfolio maturities. 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.
    - 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.
8. Treasury Policies  
The objectives of the Treasury Policies is to provide an effective way for the preparation and distribution of employee salaries and vendor accounts payable checks.
- a.) Payroll Procedure. The Accounting Department is authorized by the Governing Body to release funds for City payroll costs without prior claims ordinance approval. The City Administrator and/or Finance Director shall approve the transfer of funds between City checking accounts necessary to fund those costs, which shall be placed on a claims ordinance for approval of the Governing Body at their next regular meeting.
  - b.) Accounts Payable Procedure. The Accounting Department is authorized by the Governing Body to prepare and distribute checks for payment to the City's accounts payable vendors after a claims ordinance and check register have been approved by the Governing Body.
    - The Accounting Department is authorized to prepare and distribute payments without prior approval of the Governing Body on utility bills, insurance policies or other annual agreements that incur late payment fees if held for the next approved claims ordinance. These disbursements shall be placed on a claims ordinance for approval of the Governing Body at their next meeting.
    - All other emergency disbursement requests shall require approval of the City Treasurer or, in their absence, the City Administrator or their designee. If authorized and disbursement is made, a record of the disbursement shall be placed on a claims ordinance for approval of the Governing Body at their next meeting.

VI. PROCEDURES

# PRAIRIE VILLAGE, KANSAS



## 2003 LONG RANGE FINANCIAL PLANNING COMMITTEE REPORT





## **TABLE OF CONTENTS**

<b><u>Report/Indicator</u></b>	<b><u>Page Number</u></b>
Executive Summary	1
Prior Committee Recommendation	1
Analysis of Financial Indicators 1996-2002	3
Population	3
Revenues	5
Expenditures	8
Revenue, Expenditure and Fund Balance Projections	9
Recommendations	11

The following report was prepared by the Long Range Financial Planning Committee of Prairie Village, appointed by the Honorable Ronald L. Shaffer, Mayor. The goal of the Committee is to provide the City Council with an educated projection of long-term revenue and expenditure trends, as well as to provide guidance on the ramifications of addressing those projections.

## **EXECUTIVE SUMMARY**

The good news is that since the last Long Range Financial Planning Committee issued a report, city staff and elected officials have continued to recognize numerous recommendations of past committees. These reports established that the residents of Prairie Village expect the public property of the City to be maintained at the highest level. The City has made appropriate policy and financial decisions to support that expectation.

The bad news is that those levels of maintenance were largely financed from substantial city reserves amassed over the 1990's that have now been depleted. In addition, tax revenue that rose year after year have slowed and revenue received from other governmental organizations appears to be in serious jeopardy.

## **PRIOR COMMITTEE RECOMMENDATIONS**

In order to make recommendations related to the City's current financial condition, the committee felt it was important to review the findings made by past committees. In doing so, it became obvious that there have been some common themes between the past reports and the issues the current committee felt were important.

### **Revenues (including taxes, user fees and debt proceeds)**

Nearly all of the prior committee reports recommended the appropriation of all available funding, including increased property taxes and/or the authorization of bonds, to fund both the repair of deteriorating infrastructure, as well as the additional cost of adequately maintaining those assets.

To address declining revenue projections made by the 1984 report, the following actions were recommended:

- focusing on increases to both the population and tax base through higher density housing
- the development of vacant zoned land, and the use of obsolete public property for private uses
- utilization of county, state and federal grant sources

In 1981, it was also suggested that user fees be established at self-sustaining levels in order to recover both operating costs, as well as a portion of the replacement cost of related fixed assets.

In addition to revenue increases, past recommendations regarding expenditure/service levels have included:

- cutting operating expenditure budgets by 15% (1981 committee report)
- an evaluation of the need for special programs such as Services for Seniors and the Community Center (1981 committee report)
- a policy limiting salary and benefit expenditure increases to the rate of inflation and productivity increases (1981 committee report)
- that future budgets adequately finance routine maintenance/replacement of City facilities and infrastructure (1981, 1986 committee reports, and 2000 Strategic Plan)
- the adoption of a capital improvement plan (1986, 1991 committee reports)
- encourage Public Works services to be contracted out whenever possible (1991 committee reports)

### **Public & Private Property Maintenance**

To maintain property values, both public and private, there have been numerous recommendations provided by past committees. In both the 1981 Long Range Financial Planning Committee report and 2000 Strategic Plan, it was suggested that the City's property maintenance program be expanded. It was also determined that consideration should be given to how the City would respond to changes in land use (e.g. country clubs, schools, YMCA).

To ensure that City property is being maintained at acceptable levels, the 1991 report and 2000 Strategic Plan each recommended that facilities be inspected and evaluated at five-year intervals. Strict municipal codes and aggressive enforcement coupled with traffic safety studies were suggested to help maintain high property values within the City. Later, a penalty for repeat code enforcement offenders was recommended.

The desire to preserve public and private property was also reflected in 1994 and 2000, when numerous neighborhood entry, city monuments, and intersection improvements were recommended. The 2000 Plan also suggested that the City provide tree trimming assistance, that it maintain a high level of ADA compliance and that the City Council consider a number of parks improvements, all with the belief that such preservation would at a minimum maintain the City's current property values.

### **Redevelopment**

Beginning with the 1994 report, there were numerous committee redevelopment recommendations such as the creation of a Tax Increment Financing Commission, as well as the preparation of redevelopment audits.

The 2000 Strategic Plan continued those recommendations by encouraging commercial services with a village orientation, fostering appropriate redevelopment and reinvestment plans, and developing a plan for 75<sup>th</sup> Street.

### **Communicating Information (with both residents and other governments)**

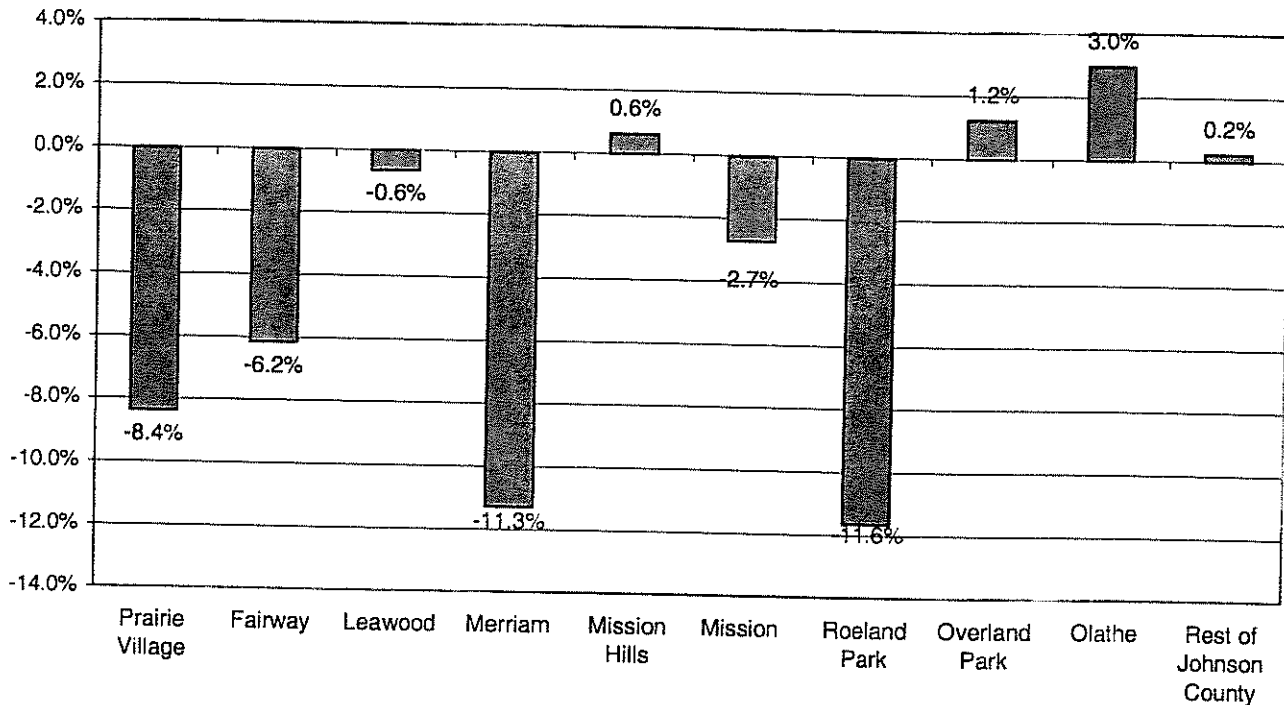
The desire to have officials become more involved in county and state legislation affecting the City was introduced in the 1981 report. Involving citizens in the consideration of financing methods for capital improvement was later suggested in 1986, and an increased frequency for the resident newsletter was introduced in 1991.

### **Consideration of the cost of maintaining and expanding current and future services**

Both the 1981 and 1991 committee reports suggested that Council consider the annual maintenance costs inherent to every capital or new operating program. Nearly every committee expressed the need to continue improving departmental efficiencies as a means of maintaining costs.

nearly 21% as the City's population and tax levy have not grown at the same rate as cities which are not land-locked and fully developed.

**Changes in County Sales Tax Allocation Formula - January 2000 to July 2002**



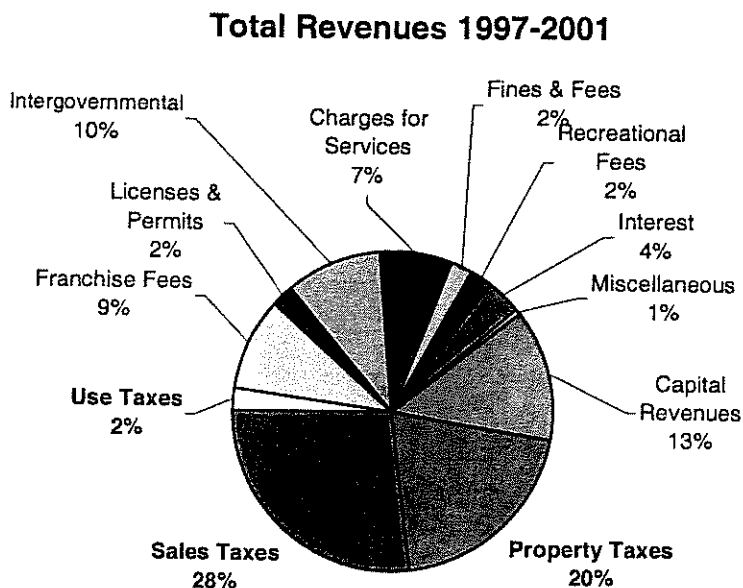
Another major impact population changes have on the City's financial condition is that although the number of residents may decline, the cost of providing City services does not. One of the reasons that people move to Prairie Village is the sense of community not present in new subdivisions popping up throughout the County. Maintaining that sense of community in Prairie Village hinges on the level of police services, street conditions and park facilities provided to residents. Continued reinvestment in these services will help sustain that sense of community, as well as property values within the City.

## REVENUES

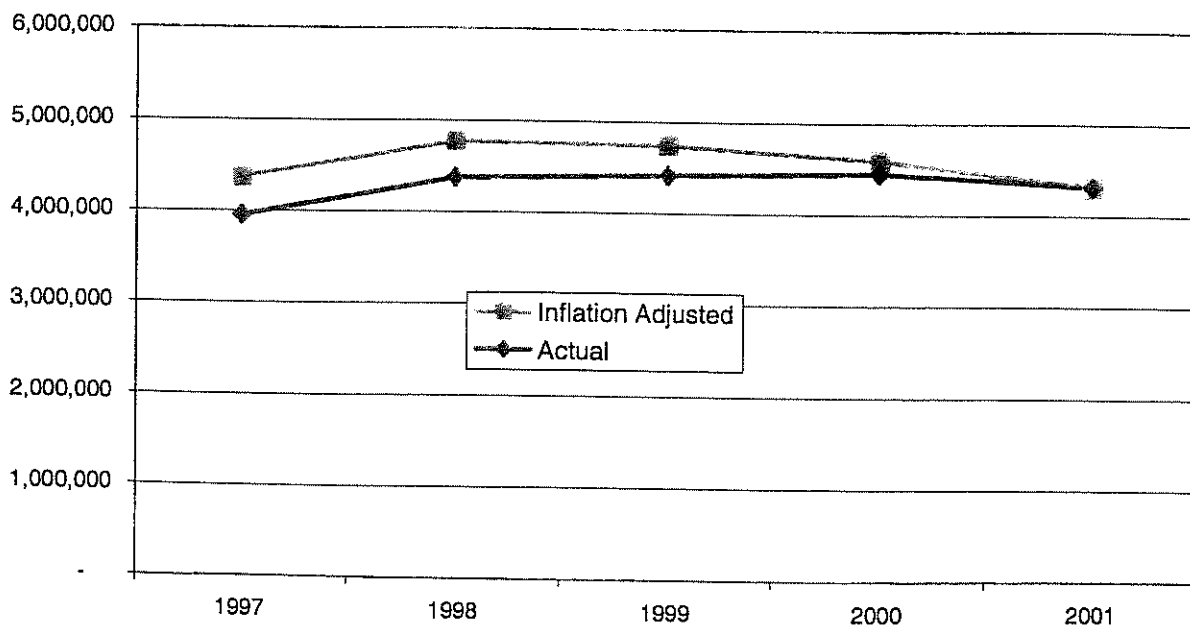
Revenues fund City services and are vital to the financial condition of the City. As the following graph indicates, the City maintains a diverse revenue base, but its major revenue sources are sales and use taxes, and property taxes.

*Sales and use taxes* averaged 30% of total revenues from 1997 to 2001. In addition to being the City's largest source of revenue, sales and use taxes are important because they shift the burden of funding City services from property owners to consumers, some of which may not live in Prairie Village.

As the following graph indicates, although sales & use tax revenues have remained relatively stable, when the effects of inflation are removed, actual revenues have declined each of the past three years.



### Sales & Use Taxes, 1997-2001



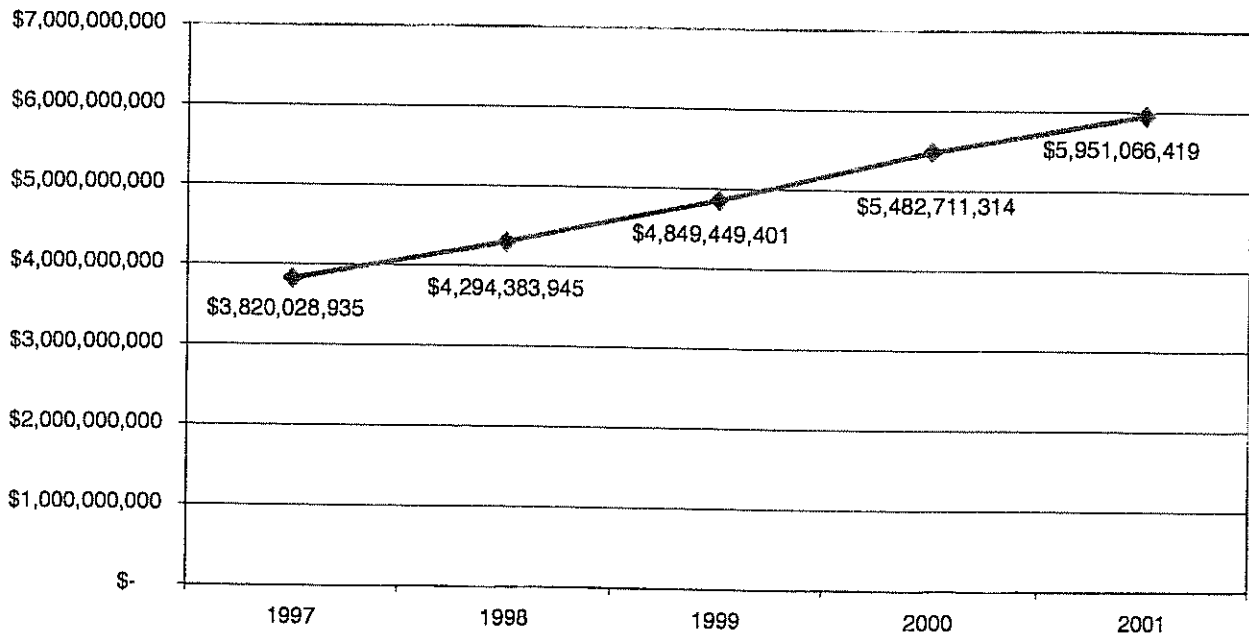
Source: City of Prairie Village Comprehensive Annual Financial Reports, 1997-2001

Sales and use tax revenues are comprised of the local tax, as well as a percentage of the County's tax. As discussed on page 1, the County's portion is allocated on the basis of the City's population and tax levy in relation to the rest of the County. Although the City's allocation has fallen nearly 21% since 1997, the tremendous growth in retail sales throughout the County caused total County sales and use taxes to grow over 9% during the same time period. That trend is quickly coming to an end as the revenues have declined 7% since 1999.

Because of the Council's ability to establish the property tax levy, *property taxes* are the largest controlled revenue source of the City, averaging 20% of total revenues from 1997 to 2001. Two factors affect property tax revenues. The first is property values in Prairie Village, which have grown by an average of 7% each of the past five years. The second factor is the mill rate, which is set by the Council. As a means of relieving annual increases to property tax bills caused by growth in assessed valuation, the mill rate may be "rolled back" so that the total tax levy does not exceed the prior year. By rolling back the mill rate in both 1999 and 2000, the City has forgone approximately \$1.3 million in revenue since 1999.

In addition to the forgone revenue caused by rolling back the tax levy, another consequence is the effect on local revenues such as County sales and use taxes, which are distributed to cities based on their population and tax levy. As discussed, neither of Prairie Village's population or property values have grown at the same rate as cities which are not land-locked and fully developed. Property values in Prairie Village grow one of two ways, either through annual appraisals or when an older house or building is replaced with a new one. Johnson County as a whole has realized tremendous growth in both commercial and residential property values over the past five years as demonstrated by the County's assessed valuation. While property values in Prairie Village have grown at a rate of 7% a year since 1997, property values in Johnson County have increased nearly 12% a year.

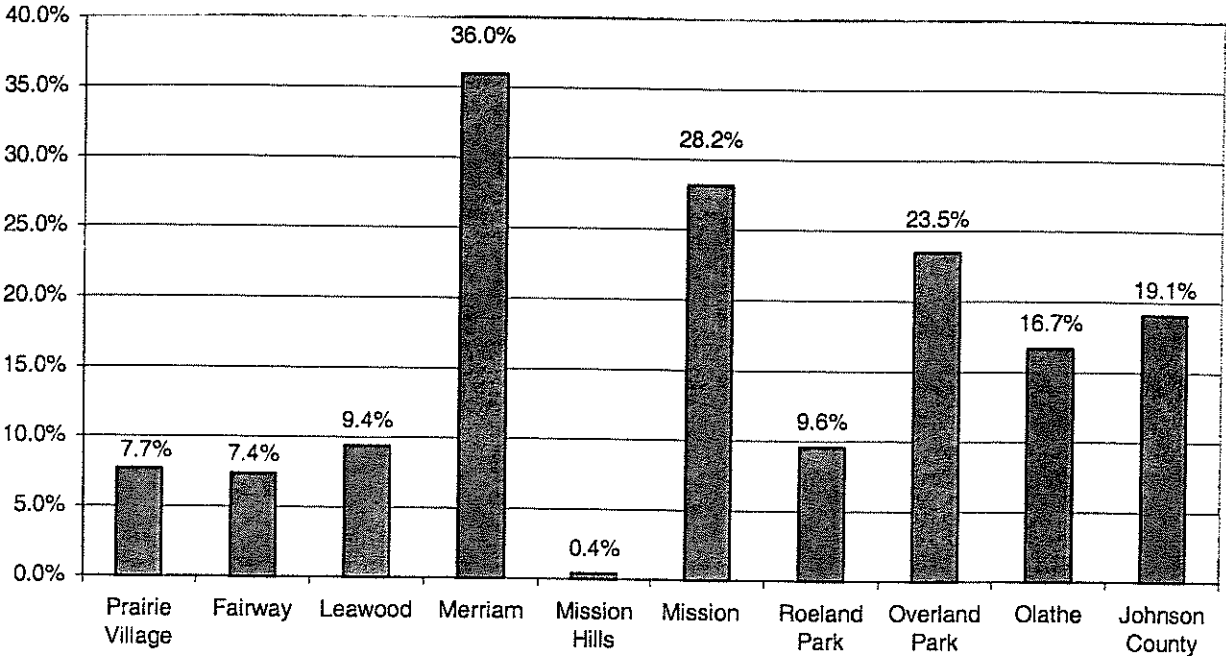
**Johnson County Assessed Valuation, 1997-2001**



Source: Johnson County 2001 Comprehensive Annual Financial Report

Another way of increasing property tax revenues in Prairie Village is by attracting more commercial property into the City. When the tax levy is calculated, commercial property is assessed at 25% of the property's market value, while residential property is assessed at 11.5%. As the graph on page 7 indicates, the appraised value of commercial property as a percentage of total property value in Prairie Village is well below the average of Johnson County.

**Appraised Value of Commercial Property as Percentage of Total Property**

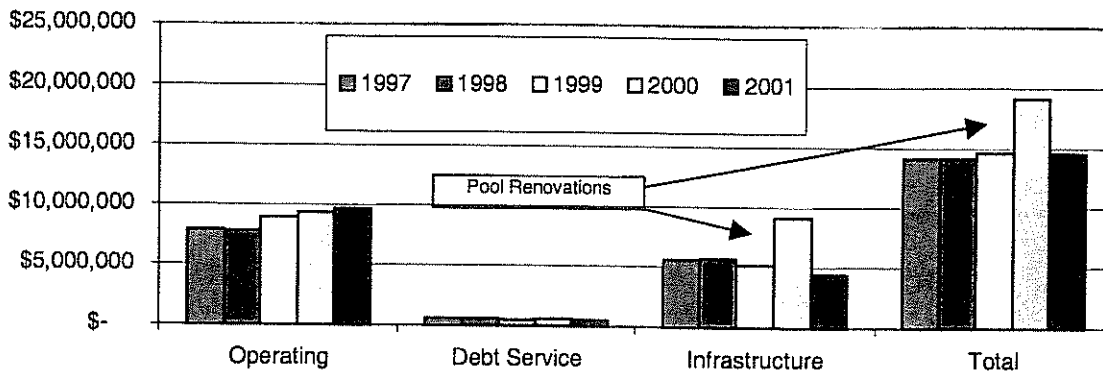


Source: Johnson County Appraiser's Office, Notes of Value, April 2002

## EXPENDITURES

Expenditure levels are important to the financial condition of the City because they represent the resources annually allocated for police services, street conditions and park facilities, all of which contribute to the sense of community found in Prairie Village. Expenditures are the monetary cost of providing these services to Prairie Village residents and can be broken down into two major types, operating and infrastructure improvements.

### Total Expenditures, 1997-2001



Source: City of Prairie Village Comprehensive Annual Financial Reports, 1997-2001

*Operating expenditures* include the day-to-day cost of personnel, contract services, commodities and ongoing equipment for the public works, public safety, municipal justice, administrative and parks departments of the City. Over the past five years, these expenditures have equaled 58% of total expenditures and have grown by an average of 5%.

*Infrastructure improvement expenditures* encompass major maintenance and improvements to the City's parks, streets and drainage systems. Annual funding levels are based on condition ratings prepared by the Public Works department and are updated annually. As such, infrastructure improvement expenditures tend to fluctuate with the projects selected for completion. Over the past five years, these expenditures have averaged \$5 million a year, or 39% of total annual expenditures. Infrastructure improvements are funded on a "pay as you go" basis, by use of operating revenues, gasoline taxes from the State and grants from other jurisdictions.

The City has a policy of not using debt or bond financing to fund current expenditures. This policy is reflected in that the City's outstanding debt is only \$3.8 million.

As discussed, the relationship between expenditure levels and population declines is important to the City's financial condition because the City will be unable to reduce future operating expenditures proportionate to the loss of population. The result will either be that increasing service costs will be born by fewer and fewer residents, or a decline in the level or quality of service provided. Maintaining the "sense of community" found in Prairie Village relies upon the continued investment in services offered by the City. If police services, street conditions or park facilities deteriorate, so will the sense of community and financial condition of the City.



## REVENUE, EXPENDITURE AND FUND BALANCE PROJECTIONS

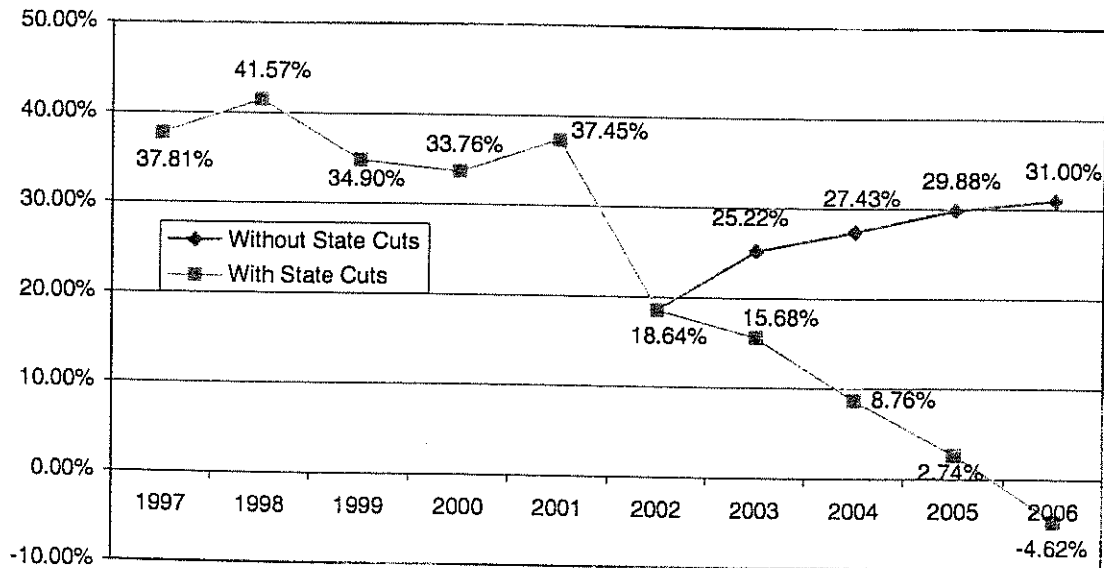
As stated in past City budgets, the City's Reserve Policy is to "maintain a reserve or Fund Balance in the General Operating Fund which represents 15%-20% of the fund's budgeted revenue." Fund balance is important because its size can affect the City's ability to endure economic downturns or catastrophic events, which may require immediate resources such as the 2002 Ice Storm, which cost \$2.5 million to clean up.

As the graph below illustrates, over the past five years, Prairie Village has maintained an average ending fund balance of 37% of actual revenues. Although this is well above the Council's policy, with the increased likelihood of the loss of revenue sources granted through other jurisdictions (State demand transfers, infrastructure improvements grants), a fund balance of this level is an asset. If any major revenue source were to be either reduced or cut entirely, fund balance will provide a temporary means of offsetting the loss.

Using the assumptions listed at the bottom of page 10, the Long Range Financial Planning Committee projected revenue growth from 2002 to 2006 at an average rate of 5%. The two most important of those assumptions are:

- property values will grow at an annual rate of 5.75%, and the mill rate used to determine the tax levy will not be rolled back by the City Council
- due to the uncertainties of the State budget, revenues from the State have been projected using two methods, the first assumes no cuts by the Legislature while the second assumes the total elimination of demand transfers and CARS infrastructure improvement grants funded by the County

**Unreserved Fund Balance as a % of Total Revenues**



Source: Comprehensive Annual Financial Reports, 1997-2001 and Long Range Financial Planning Committee

The fund balance projections also assume a 5% growth rate for operating expenditures, while infrastructure improvement expenditures have been estimated at \$3 million a year for 2004-2006. Using these assumptions, the graph show above illustrates fund balance as a percentage of actual/projected revenues for 1997-2006.

	Growth Rate <sup>1</sup>	Projected 2002	Projected 2003	Projected 2004	Projected 2005	Projected 2006
<b>REVENUES</b>						
Property Taxes <sup>2</sup>	5.75%	\$ 3,331,326	\$ 4,054,970	\$ 4,288,131	\$ 4,534,698	\$ 4,795,443
Sales Taxes <sup>9</sup>	5.25%	3,822,000	4,405,495	4,707,034	4,943,507	4,815,570
Use Taxes	9.50%	396,000	433,620	474,814	519,921	569,314
Franchise Fees <sup>7</sup>	3.70%	1,318,000	1,366,766	1,417,336	1,469,778	1,524,160
Tax Sources		8,867,326	10,260,851	10,887,315	11,467,905	11,704,486
Licenses & Permits	1.75%	331,710	337,515	343,421	349,431	355,546
Intergovernmental <sup>3</sup>	0.78%	4,886,136	2,562,407	2,575,974	2,592,166	2,608,485
Charges for Services <sup>4</sup>	5.00%	1,468,335	1,541,752	1,618,839	1,699,781	1,784,770
Fines & Fees <sup>7</sup>	4.00%	415,650	432,276	449,567	467,550	486,252
Recreational Fees <sup>5</sup>	4.00%	440,656	458,282	476,614	495,678	515,505
Interest	0.00%	250,000	250,000	250,000	250,000	250,000
Miscellaneous	0.00%	126,681	126,681	126,681	126,681	126,681
<b>TOTAL REVENUES</b>		<b>\$ 16,786,494</b>	<b>\$ 15,969,763</b>	<b>\$ 16,728,411</b>	<b>\$ 17,449,192</b>	<b>\$ 17,831,726</b>
<b>EXPENDITURES</b>						
City Governance	5.00%	632,840	633,300	664,965	698,213	733,124
Public Works	5.00%	5,783,894	3,595,440	3,775,212	3,963,973	4,162,171
Public Safety	5.00%	4,196,490	4,451,560	4,674,138	4,907,845	5,153,237
Municipal Court	5.00%	216,638	242,620	254,751	267,489	280,863
Administrative Services	5.00%	2,193,919	2,247,640	2,360,022	2,478,023	2,601,924
Parks & Community Services	5.00%	1,029,056	1,128,240	1,184,652	1,243,885	1,306,079
Infrastructure Improvements <sup>6</sup>		6,056,360	2,531,600	3,000,000	3,000,000	3,000,000
Contingency <sup>8</sup>	5.00%	20,000	241,000	253,050	265,703	278,988
<b>TOTAL EXPENDITURES</b>		<b>\$ 20,129,197</b>	<b>\$ 15,071,400</b>	<b>\$ 16,166,790</b>	<b>\$ 16,825,130</b>	<b>\$ 17,516,386</b>
Revenues/(Expenditures)		(3,342,703)	898,363	561,621	624,063	315,340
1/1 Unreserved Fund Balance		5,571,667	3,129,234	4,027,597	4,589,218	5,213,281
1/1/02 Fund Balance Reserved for Infrastructure Improvements		894,126				
Prior year encumbrances written off		6,144				
<b>Projected Available Fund Balance</b>		<b>\$ 3,129,234</b>	<b>\$ 4,027,597</b>	<b>\$ 4,589,218</b>	<b>\$ 5,213,281</b>	<b>\$ 5,528,621</b>
<b>Fund Balance As a % of Revenues</b>		<b>18.64%</b>	<b>25.22%</b>	<b>27.43%</b>	<b>29.88%</b>	<b>31.00%</b>
Less Elimination of Demand Trts <sup>10</sup>	0.78%					
Local Ad Valorem Tax Reduction (LAVTR)			(59,455)	(121,395)	(122,342)	(123,296)
City County Revenue Sharing (CCRS)			(171,326)	(172,662)	(174,009)	(175,366)
Special Alcohol Tax			(146,131)	(147,271)	(148,420)	(149,577)
Special City County Highway (SCCH)			(645,830)	(660,180)	(665,329)	(670,519)
Less CARS Funding	0.00%		(500,000)	(500,000)	(500,000)	(500,000)
Effect of State Cuts			(1,522,742)	(1,601,508)	(1,610,099)	(1,618,758)
<b>Projected Fund Balance After State Cuts</b>		<b>\$ 3,129,234</b>	<b>\$ 2,504,855</b>	<b>\$ 1,464,968</b>	<b>\$ 478,932</b>	<b>\$ (824,486)</b>
		<b>18.64%</b>	<b>15.68%</b>	<b>8.76%</b>	<b>2.74%</b>	<b>-4.62%</b>

<sup>1</sup> Forecasted growth rates for revenues are based on five year history (1997-2001), while expenditures are based on a 5% annual increase.

<sup>2</sup> Property tax revenue growth assumes that the mill rate will not be rolled back, as well as a 5.75% growth in assessed valuation for 2004-06

<sup>3</sup> Intergovernment revenue growth assumes a 0.78% rate, except for Infrastructure Improvement grants which were estimated at \$500,000 for 2004-06

<sup>4</sup> Charges for services revenue growth reflects the projected expenditure growth rate, due to the relationship with Solid Waste and Off-duty contractual and SMSD SRO agreements

<sup>5</sup> Recreation fees revenue growth does not reflect the five year historical growth rate, as the renovations to the pool have increased annual membership revenues dramatically since 1999

<sup>6</sup> Infrastructure improvement expenditures are based on \$3 million annual estimate, offset by \$500,000 of County assistance

<sup>7</sup> Franchise fee and fine revenues were estimated at 4% rather than their 5 year history (6% and 7.74%)

<sup>8</sup> Contingency expenditures represent expected operational use, not catastrophic events such as the 2002 Ice Storm

<sup>9</sup> Sales tax growth rate is based on 10 year average rather than 5 year, and includes County revenue estimates for the 1/4 cent school sales tax

<sup>10</sup> Effects assume the total elimination of LAVTR, CCRS, Alcohol and SCCH

## **RECOMMENDATIONS**

### **Maintain operating expenditures at an annual growth rate of no more than 5%.**

The committee noted that the City consciously made a decision to reduce reserves and expand and enhance infrastructure and services to residents. Accordingly, City leaders approved budgeted expenditures that far outpaced current revenues and financed those budgets through deep reduction of reserves and significant increases in residential ad valorem tax revenue despite reductions in the mill levy. Annual increases in operating expenditures now must more closely mirror increases in revenue from all sources.

### **Increase City controlled revenue sources (fees, fines, etc) by the CPI annually with periodic audits to make certain fees cover agreed upon level of cost.**

While the City does periodically review revenue sources such as fees for services and fines, those reviews typically only occur on three to five year intervals. In the interim period between regular reviews, City services are inherently being provided at a discount to the intended level of financial support from general funds anticipated by City leaders. In an effort to more consistently benchmark city fees and fines to the level of general fund support of the actual cost of providing services, the Committee recommends that in the period between formal reviews, City service fees be increased by the CPI annually. A policy of this type will capture lost revenue between regular formal reviews, make revenue from these sources more predictable and stable. Such a policy will also provide a benchmark policy for various city committees and departments that set fines and fees.

### **Acknowledge that property growth in Prairie Village is primarily through increases in assessed valuation and encourage strategies to reduce dependence on residential ad valorem tax when possible.**

As evidenced by a number of graphs and statistics presented earlier in this report, Prairie Village generally is much more dependent on revenue generated from residential property taxes than surrounding Johnson County cities. Most cities of comparable or larger size than Prairie Village have a lower rate of appraised commercial property as a percentage of total appraised property. The combined affect of relatively low sales tax collections and relatively small amounts of commercial property that are taxed at double the rate of residential property squarely places the burden of funding city expenditures on individual homeowners. While the committee recognizes that a lack of commercial development is often cited as a primary reason for making Prairie Village a desirable place to live, it is important for City leaders to look for ways to increase the total amount to commercial space relative to residential property.

### **The mill rate should not be rolled back from its current level.**

Working on the assumption that City leaders will be successful in implementing recommendations proposed in this report regarding controlling annual operating expenditures at an annual growth rate of 5%, maintaining the mill rate at it's current level will provide adequate reserves to endure inevitable financial downturns in the overall economy.

**Encourage development that does not change the tax structure and does not reduce assessed value of property in the City of Prairie Village.**

Prior committee reports have repeatedly encouraged City leaders to prepare policies and plans for the availability to purchase relatively large tracts of land (churches, schools, country clubs, etc.). The committee recommends that City leaders consider that the possible reclassification of those properties can have a significant impact on revenue. For example, the conversion of a county club to religious, educational, City, County, or even State property not only reduces the amount of sales tax revenue generated by the property, but converts formerly property tax revenue producing property to property exempt from ad valorem taxes. Recognizing this fact, the committee recommends that the City make every effort to discourage changes in the tax classification or structure of existing land that would reduce the total expected tax revenue produced from such a property.

**Where appropriate, use financial incentives such as TIF to encourage redevelopment. Recognize that these incentives will involve forgoing near term revenue to achieve long term gain.**

Over the past decade, the city has successfully utilized financial incentives such as TIF and Industrial Revenue Bonds to encourage development and redevelopment of sub standard properties throughout the city. With careful consideration to each and every project, the committee would recommend that City leaders continue to look for appropriate opportunities to utilize these and other types of financial incentives to foster and attract development and redevelopment.

**Recommit to explore public/private partnerships for rehabilitation, development and redevelopment.**

Closely related to the prior recommendation, again the committee recognized the importance of rehabilitation, development and redevelopment, whether residential or commercial, on the long-term financial stability of the City. In addition, the committee recognizes the changing landscape in Prairie Village away from one dominate development partner, Highwoods Property and it's predecessor, The J.C. Nichols Company, and towards a more diverse spectrum of potential development and redevelopment partners.

**Consider engagement of lobbying function to preserve existing revenue streams.**

Over the past 24 months, the City leaders have become acutely aware of the interdependence of the City's revenue sources on larger governmental entities such as the County, State and Federal governments. The committee feels it is appropriate for city leaders to consider the engagement of a lobbying function, either collectively or individually, to lobby other government and quasi-government bodies on the importance and dependence of City government on their policies and legislation.

**Investigate alternative municipal funding sources.**

The committee felt it was important to make certain that the City make a concerted effort to be aware of and at least have a reasonable understanding of potential sources of municipal revenue that traditionally have not been considered in Prairie Village. Our discussion touched upon a number of municipal funding sources prevalent in other parts of the Metro area or other parts of the county traditionally not considered in Prairie Village such as earnings taxes, benefit districts, etc.

**Maintain a specific minimum Fund Balance of 18% of revenue.**

In observing recent policy decisions by other local, county and state governments to abandon previous commitments to maintaining reserves, the committee felt it was important for city leaders to reaffirm and more closely define their commitment to maintaining minimum reserves. The committee also felt it was important for City leaders to recognize that economic cycles do not represent the unforeseen emergencies such reserves are maintained to address.

**Appoint a committee or retain a firm to look at housing and the long-term viability of housing stock in Prairie Village.**

After reviewing evidence of significant demographic shifts within Prairie Village over the past 50 years and more dramatic shifts in the past decade, the committee felt it was important for City leaders to undertake a formal investigation of the cause and affect of such shifts to prepare them for consideration of solutions and strategies that may be desirable.

## CHAPTER VIII. HEALTH AND WELFARE

- Article 1. Board of Health
- Article 2. Junked Motor Vehicles on Private Property
- Article 3. Weeds and Noxious Plants
- Article 4. Property Maintenance Code
- Article 5. Rodent Control
- Article 6. Open Occupancy Regulation
- Article 7. Air Pollution Control
- Article 8. Noise and Vibration Control
- Article 9. Insurance Proceeds Fund

---

### ARTICLE 1. BOARD OF HEALTH

- 8-101. BOARD OF HEALTH. The city appoints Johnson County to serve as the city's board of health. Johnson County board of health shall appoint the Johnson County health officer as the city health officer for the city to represent the city in health matters. (Code 1973, 7.02.010; Code 2003)

### ARTICLE 2. JUNKED MOTOR VEHICLES ON PRIVATE PROPERTY

- 8-201. FINDINGS OF GOVERNING BODY. The governing body finds that junked, wrecked, dismantled, inoperable or abandoned vehicles affect the health, safety and general welfare of citizens of the city because they:
- (a) Serve as a breeding ground for flies, mosquitoes, rats and other insects and rodents;
  - (b) Are a danger to persons, particularly children, because of broken glass, sharp metal protrusions, insecure mounting on blocks, jacks or other supports;
  - (c) Are a ready source of fire and explosion;
  - (d) Encourage pilfering and theft;
  - (e) Constitute a blighting influence upon the area in which they are located;
  - (f) Constitute a fire hazard because they frequently block access for fire equipment to adjacent buildings and structures.
- (Ord. 1994, Sec. 1)
- 8-202. DEFINITIONS. As used in this article, unless the context clearly indicates otherwise:
- (a) Inoperable means a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the function or purpose for which it was originally constructed;
  - (b) Vehicle means, without limitation, any automobile, truck, tractor or motorcycle which as originally built contained an engine, regardless of whether it contains an engine at any other time.
- (Ord. 1994, Sec. 1)

- 8-203.       **MOTOR VEHICLE NUISANCES UNLAWFUL; DEFINED; EXCEPTIONS.** It shall be unlawful for any person to maintain or permit any motor vehicle nuisance within the city.
- (a) A motor vehicle nuisance is any motor vehicle which is not currently registered or tagged pursuant to K.S.A. 8-126 to 8-149 inclusive, as amended; or parked in violation of city ordinance; or incapable of moving under its own power; or in a junked, wrecked or inoperable condition. Any one of the following conditions shall raise the presumption that a vehicle is junked, wrecked or inoperable:
- (1) Absence of a current registration plate upon the vehicle;
  - (2) Placement of the vehicle or parts thereof upon jacks, blocks, or other supports;
  - (3) Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon street or highway.
- (b) The provisions of this section shall not apply to:
- (1) Any motor vehicle which is enclosed in a garage or other building;
  - (2) To the parking or storage of a vehicle inoperable for a period of 48 consecutive hours or less; or
  - (3) To any person conducting a business enterprise in compliance with existing zoning regulations. However, nothing in this subsection shall be construed to authorize the maintenance of a public nuisance.
- (Ord. 1994, Sec. 1)
- 8-204.       **PUBLIC OFFICER.** The assistant city attorney appointed by the mayor and approved by the city council shall serve as public officer to administer and enforce this article. (Ord. 1994, Sec. 1)
- 8-205.       **COMPLAINTS; INQUIRY AND INSPECTION.** The public officer shall make inquiry and inspection of premises upon receiving a complaint or complaints in writing signed by two or more persons stating that a motor vehicle nuisance exists and describing the same and where located or is informed that a motor vehicle nuisance may exist by the board of health, chief of police or the fire chief. The public officer may make such inquiry and inspection when he or she observes conditions which appear to constitute a motor vehicle nuisance. Upon making any inquiry and inspection the public officer shall make a written report of findings. (Ord. 1994, Sec. 1)
- 8-206.       **RIGHT OF ENTRY.** It shall be a violation of this article to deny the public officer or his or her designated agents the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine if a nuisance exists. (Ord. 1994, Sec. 1)
- 8-207.       **NOTICE.** Any person found by the public officer to be in violation of section 8-203, as amended, shall be served a notice of such violation. The notice shall be served by restricted mail, postage prepaid, return receipt requested; provided, that if the owner or his or her agent in charge of the motor vehicle is a resident of Johnson County, Kansas, the notice shall be personally served by the public officer or a law enforcement officer. In the event that such person cannot be served in person or by restricted mail or such person is unknown or his or her location is unknown, the public officer shall make an affidavit to that effect and service may be made by

publication of the notice once each week for two consecutive weeks in an official city newspaper and by posting the notice on the motor vehicle. (Ord. 1994, Sec. 1)

8-208. SAME; CONTENTS. The notice shall state the condition(s) which is (are) in violation of section 8-203. The notice shall also inform the person that :

- (a) He, she or they shall have 10 days from the date of serving the notice to abate the condition(s) in violation of section 8-203; or
- (b) He, she or they have 10 days from the date of serving the notice to request a hearing before the governing body on the matter as provided by section 8-212.
- (c) Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by section 8-209 and/or abatement of the condition(s) by the city as provided section 8-210.

(Ord, 1994, Sec. 1)

8-209 FAILURE TO COMPLY; PENALTY. Should the person fail to comply with the notice to abate the nuisance or request a hearing, the public officer may file a complaint in the municipal court of the city against such person and upon conviction, be fined in an amount not to exceed \$500 or be imprisoned not to exceed 30 days or be both fined and imprisoned. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense. (Ord. 1994, Sec. 1)

8-210. ABATEMENT. In addition to, or as an alternative to prosecution as provided in section 8-209 the public officer may seek to remedy violations of this article in the following manner. If a person to whom a notice has been sent pursuant to section 8-207 has neither alleviated the conditions causing the alleged violation or requested a hearing before the governing body within the time period specified herein, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the motor vehicle nuisance was located or against lots or parcels of property in the city which are owned by the owner of the motor vehicle causing the nuisance, as provided in section 8-213. A copy of the resolution shall be served upon the person in violation in one of the following ways:

- (a) Personal service upon the person in violation;
- (b) Service by certified mail, postage prepaid, return receipt requested; or
- (c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the public officer and filed with the city clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.

(Ord. 1994, Sec. 1)

8-211. DISPOSITION OF VEHICLE. Disposition of any motor vehicle removed and abated from private property pursuant to this article shall be as provided by K.S.A. 8-1102, as amended. (Ord. 1994, Sec. 1)



- 8-212. **HEARING.** If a hearing is requested within the 10 day period as provided in section 8-208, such request shall be made in writing to the governing body. Failure to make a timely request for a hearing shall constitute a waiver of the persons right to contest the findings of the public officer before the governing body. The hearing shall be held by the governing body as soon as possible after the filing of the request therefor, and the person shall be advised by the city of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed necessary and proper by the governing body. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the governing body shall record its determination of the matter by means of adopting a resolution and serving the resolution upon the person in the manner provided in section 8-210. (Ord. 1994, Sec. 1)
- 8-213. **COSTS ASSESSED.** If the city abates the motor vehicle nuisance pursuant to this chapter, the cost of abatement shall be charged against the lot or parcel of ground on which the nuisance was located or against lots or parcels of property in the city which are owned by the owner of the motor vehicle causing the nuisance. The city clerk shall, at the time of certifying other taxes to the county clerk, certify the costs as provided in this section. The county clerk shall extend the same on the tax roll and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. (Ord. 1994, Sec. 1)
- 8-214. **VEHICLES NOT IN AN OPERATING CONDITION; AUTHORIZATION OF PUBLIC OFFICER TO ORDER REMOVAL.** It is a violation of this chapter for any person, partnership, corporation, or other entity, or their agent either as owner, lessee, tenant or occupant of land within the city to park, store, or deposit, or permit to be parked, stored, or deposited on such land or on the public street adjacent thereto, a vehicle that is not in an operating condition. In the event that the public officer finds that any such person has parked, stored or deposited or permitted to be parked, stored, or deposited on such land or on the streets immediately adjacent thereto such a vehicle, the orders that he enters pursuant to section 8-413 may include an order to remove such vehicle from such land or the street immediately adjacent thereto. In the event the person to whom the order is directed fails to remove such vehicle within the specified time, the public officer may enter an order authorizing the city to tow and remove the vehicle as provided by K.S.A. 8-1102, as amended. (Ord. 2003, Sec. 2)
- 8-215. **PARKING AND STORAGE OF VEHICLES WHICH ARE NOT IN AN OPERATING CONDITION IN DISTRICTS ZONED R-1 THROUGH R-4 AND RP-1 THROUGH RP-4.** (a) It is unlawful for the owner or person in possession of any motor vehicle to park or place the vehicle upon a street, driveway, lot, plot, or tract within any district zoned R-1 through R-4 and RP-1 through RP-4 (except in an enclosed structure) while the vehicle is not in an operating condition. The provisions of this article shall not apply to owners who have temporarily placed their motor vehicles in a non-operating condition while working on the vehicles on their premises. In no event shall an owner or person in possession maintain a motor vehicle on his or her premises in a non-operating condition for a period in excess of 48 hours unless such vehicle is placed in an enclosed structure.

(b) The code enforcement officer or a police officer of the city shall place a written notice on the windshield of any vehicle he or she finds to be in violation of this section, prior to issuing a citation, notifying the owner or person in possession of the vehicle that the same is not in an operating condition in violation of city ordinance. The notice shall state the date and time at which it is issued and shall notify the owner or person in possession of the vehicle that in the event the same is not placed in an operating condition, removed from the premises or placed in an enclosed structure within 72 hours of the issuance of the notice, a citation will be filed against the owner or person in possession in municipal court. In no event shall the temporary moving of such vehicle by the owner or person in temporary possession of the same operate as a defense to a citation alleging violation of this section.  
(Code 1973, 11.22.040)

8-216. PARKING AND STORAGE OF VEHICLES WHICH ARE NOT IN AN OPERATING CONDITION IN DISTRICTS ZONED C-O THROUGH C-2 AND CP-O THROUGH CP-2. (a) It is unlawful for the owner or person in possession of any motor vehicle to park or place the vehicle upon a street, driveway, lot, plot or tract within any district zoned C-O through C-2 and CP-O through CP-2 (except in an enclosed structure) while the vehicle is not in an operating condition. Provided however, that section 8-305 shall apply to filling stations (or gasoline service stations) operating as special uses or nonconforming uses.

(b) The code enforcement officer or a police officer of the city shall place a written notice on the windshield of any vehicle he or she finds to be in violation of this section, prior to issuing a citation, notifying the owner or person in possession of the vehicle that the same is not in an operating condition and in violation of city ordinance. The notice shall state the date and time at which it is issued and shall notify the owner or person in possession of the vehicle that in the event the same is not removed from the premises, or placed in an enclosed structure within 72 hours of the issuance of the notice, a citation will be filed against the owner or person in possession in municipal court. In no event shall the temporary moving of such vehicle by the owner or person in possession operate as a defense to a citation alleging violation of this section.  
(Code 1973, 11.22.050)

8-217. PARKING AND STORAGE OF MOTOR VEHICLES ACCEPTED FOR REPAIR BY FILLING STATIONS (OR GASOLINE SERVICE STATIONS) OPERATING AS SPECIAL OR NONCONFORMING USES ANYWHERE IN THE CITY. (a) The regulations set forth in this section shall apply to the parking or storing of motor vehicles accepted for repair by filling stations (or gasoline service stations) operating as special or nonconforming uses anywhere in the city.

(b) All such motor vehicles may be stored or parked only in an enclosed structure or in parking spaces located on the premises of such filling station. Such vehicles shall not be parked in the street.

(c) No more than 12 such vehicles shall be stored or parked on the premises of such filling station (other than in an enclosed structure) at any one time.

(d) No such vehicles shall be parked or stored on the premises (other than in an enclosed structure) for a period in excess of 14 consecutive days.

(Code 1973, 11.22.060)

### ARTICLE 3. WEEDS AND NOXIOUS PLANTS

8-301. DEFINITIONS. The following terms, as used in this article, unless the context specifically indicates otherwise, are defined as follows:

(a) Calendar Year means that period of time beginning January 1 and ending December 31 of the same year.

(b) Noxious Plants means poison ivy, poison oak and poison sumac, at any height or state of maturity;

(c) Owner includes the real and actual owner of the fee title, the life tenant, adverse possessor, and any other person or entity asserting or having any ownership right, title or interest in any property in the city. The land records filed in the office of the Johnson County recorder of deeds and any other official record of such county or of the city, may be used to determine such owner as of any given date;

(d) Rank Weeds means all vegetation which may exhale unpleasant or noxious odors, or transmit pollen into the air at any state of maturity, and which exceeds eight (8) inches in height; also, all vegetation, regardless of height, including thickets, which conceals or invites filthy deposits, or which harbors rodents, refuse or vermin. Such rank weeds include, but are not limited to the following:

Large crabgrass, large hairy crabgrass (*digitaria ecinochloa sanguinalis*); barnyard grass (*ecinochloa crusgalli*); Pennsylvania smartweed (*polygonum pensylvanicum*); ladythumb, smartweed (*polygonum persicaria*); curled dock, sour dock (*rumex crispus*); lambsquarter (*chenopodium album*); rough pigweed, redroot (*amaranthus retroflexus*); shepards purse (*capsella bursapastoris*); nodding spurge, upright spotted spurge (*euphorbia maculata*); velvet leaf, indian mallow (*abutilon theophrasti*); sticktight, blue stickseed (*lappula echinata*); common ragweed (*ambrosia artemisiifolia*); giant ragweed, horseweed, kinghead (*ambrosia trifida*); dandelion (*taraxacum officinale*); cocklebur, clotbur (*xanthium pensylvanicum*); downy bromegrass, downy chess (*bromus tectorum*); bermuda grass, devilgrass (*cynodon dactylon*); stinkgrass, lovegrass (*eragrostis cilianesis*); witchgrass, tumble panicgrass (*panicum capillare*); giant fox tail (*setaria faberii*); Johnson grass (*sorghum halepense*); hop sedge, sloughgrass (*carex lupulina*); hemp (*cannabis sativa*); stinging nettle, nettle (*urtica procera*); swamp smartweed, tanweed, devils shoestring (*polygonum coccineum*); smooth dock (*rumex altissimus*); maple-leaved goosefoot (*chenopodium hybridum*); water hemp (*acnida altissima*); tumbleweed, tumble amaranth (*amaranthus albus*); common milkweed (*asclepias syriaca*); common mullen (*verbascum thapsus*); burdock (*arctium minus*); beggar tick, sticktight, devils pitchfork (*bidens frondosa*); tall cone flower, golden glow (*rudbeckia laciniata*); gray goldenrod, field goldenrod (*solidago nemoralis*);

(e) Thickets means dense growths of wild shrubbery having stems or trunks less than one inch in diameter, and briar patches.

(f) Weeds means any of the following:

(1) Brush and woody vines;

(2) Weeds and grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;

(3) Weeds which bear or may bear seeds of a downy or wingy nature.

(4) Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;

(5) Weeds and grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed eight (8) inches in height.

(6) Noxious plants and rank weeds, as hereinabove defined.  
(Ord. 1949, Sec. 2; Ord. 1950, Sec. 2; Ordinance 2096, Sec. 2)

8-302. WEEDS TO BE REMOVED. It shall be unlawful for any owner, occupant, or agent of any property or any area between the property lines of said property and the centerline of any adjacent street or alley, including but not specifically limited to, sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds as hereinabove defined are hereby declared a nuisance and are subject to abatement as hereinafter provided. (Ord. 1950, Sec. 2; Ord. 2096, Sec. 2)

8-303. PUBLIC OFFICER; NOTICE TO REMOVE.

(a) The City Administrator shall designate a public officer to be charged with the administration and enforcement of this article.

(b) The public officer or an authorized assistant shall direct the City Clerk to issue a notice of violation and order to the owner, occupant or agent of any property in the city upon which weeds exist in violation of this article; provided, however, in the event a notice and order was previously served upon the owner, occupant or agent of the property for a violation of the city weed control ordinance during the same calendar year, no further notice shall be required prior to any abatement action by the City. Such notice and order shall be issued in writing to the owner, occupant or agent by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, such notice and order shall be sent by certified mail, return receipt requested to the last known address of the owner. The notice and order may be made by publication in the official city newspaper in the event there is no resident agent and the owner is either unknown or is a nonresident (provided a nonresident owner with a known address is also sent notice by certified mail as required hereinabove.)

(c) Such notice shall include the following:

(1) That the owner, occupant or agent is in violation of the city weed control ordinance.

(2) That the owner, occupant, or agent is ordered to cut, destroy or remove the weeds within five (5) days of the receipt of notice and order, or if the notice and order is served by publication, within ten (10) days of the date of publication (the applicable time period hereinafter referred to as the "correction period").

(3) That before the expiration of the correction period, the owner, occupant or agent may request a hearing before the governing body or its designated representative.

(4) That if within the correction period the owner, occupant or agent fails to request a hearing or to cut, destroy or remove the weeds to the satisfaction of the public officer or an authorized assistant, the city or its authorized agent will cut, destroy or remove the weeds and assess against the owner, occupant or agent the

total costs of the cutting, destruction or removal of the weeds, including a reasonable administrative fee and the cost of all notice.

(5) That payment of the assessed total costs is due and payable within thirty (30) days following receipt of notice of such costs, or the city will levy such costs against the property as a special assessment. And further, pursuant to Kansas Statute, the City may also pursue the collection of such costs by seeking a personal judgment against the owner in Johnson County District Court, as provided for by K.S.A. 12-1, 115, and amendments thereto.

(6) That no further notice shall be given by the City prior to any additional cutting, destruction or removal of weeds on the property by the City or its authorized agent during the current calendar year, and that any such additional costs will be assessed in the same manner.

(7) That separate from and independent of any abatement action of the weed violation by the City, the public officer, at his option, may also file a complaint or complaints in the Municipal Court of the City against the owner, occupant or agent of the property for any violation of the city weed control ordinance.

(8) That the code enforcement officer shall be contacted if there are any questions regarding the notice and order.

(d) In the event any owner, occupant or agent of any property refuses acceptance of any notice and order prescribed by subsection (b) above, or in the event the city has made reasonable but unsuccessful efforts to provide notice in the manner prescribed by subsection (b) above, a copy of said notice and order shall be posted on the premises and additional copies shall be sent to all known addresses of any owner, occupant or agent by first class U.S. mail, and notice shall then be deemed given at such time.

(K.S.A. 12-1617f; Ord. 1950, Sec. 2; Ord. 2096, Sec. 2))

8-304.

**ABATEMENT; ASSESSMENT OF COSTS.** (a) If during the correction period prescribed above the owner, occupant or agent fails to request a hearing or refuses or fails to cut, destroy or remove such weeds to the satisfaction of the public officer or an authorized assistant, the city or its authorized agent shall cut, destroy or remove such weeds and shall keep an account of the cost of same and report them to the City Clerk. Provided, if a notice and order was previously served upon the owner, occupant or agent of the property for a violation of the city weed control ordinance during the same calendar year, the city or its authorized agent may proceed to cut, destroy or remove any weeds without any delay or further notice.

(b) The City shall issue a notice of costs to the owner, occupant or agent by certified mail, return receipt requested, providing the costs of abatement of the nuisance, which shall include the cost of cutting, destroying or removing the weeds, a reasonable administrative fee, and the cost of all notice. Such notice shall also state that payment of the costs is due and payable within thirty (30) days following receipt of the notice.

(c) If the costs of abatement remain unpaid after thirty (30) days following receipt of the notice of costs, a record of the costs of abatement shall be certified to the City Clerk, who shall cause such costs to be assessed against the property. The City Clerk shall certify the assessment to the County Clerk at the time other special assessments are certified for spreading on the tax rolls of the county. Further, the City may also pursue the collection of such costs by seeking a personal judgment

against the owner in Johnson County District Court, as provided for by K.S.A.12-1.115, and amendments thereto.

(d) If there is a charge in the record owner of title to the property subsequent to giving of notice pursuant to this article, the City may not recover any costs or levy an assessment for the costs incurred by the cutting, destruction or removal of weeds on the property unless a new record owner of title to the property is provided notice as required by this article.

(K.S.A. 12-1617f; Ord. 1950, Sec. 2; Ord. 2096, Sec. 2)

8-305. **RIGHT OF ENTRY.** The City or its authorized agents are hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of cutting, destroying or removing such weeds in a manner not inconsistent with this article. (Ord. 1950, Sec. 2; Ord. 2096, Sec. 2))

8-306. **UNLAWFUL INTERFERENCE.** It shall be unlawful for any person to interfere with or to attempt to prevent the City or its authorized agent from entering upon any such property or from proceeding with such cutting, destruction or removal. Such interference shall constitute a code violation. (Ord. 1950, Sec. 2; Ord. 2096, Sec. 2)

8-307. **COMPLAINT.** Separate from and independent of any abatement action as provided for herein, the public officer, at his option, may also file a complaint or complaints in the Municipal Court of the City against the owner, occupant or agent of the property for any violation of the city weed control ordinance.

#### **ARTICLE 4. PROPERTY MAINTENANCE CODE**

8-401. **FINDINGS.** The governing body makes the following findings with respect to the maintenance of property in the city.

(a) There exists in this city structures and lands that are unfit for human use or habitation due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, or due to such other conditions which render such structures or lands dangerous or injurious to the health, safety or general welfare of the occupants of such structures and lands or other residents of the city, or which have a blighting influence on the properties in the area.

(1) Such other conditions include the following, without limitation:

(A) Defects therein increasing the hazards of fire, accident, or other calamities.

(B) Lack of adequate ventilation.

(C) Air pollution.

(D) Dilapidation.

(E) Disrepair.

(F) Structural defects.

(G) Uncleanliness.

(H) Overcrowding.

(I) Inadequate ingress and egress.

(J) Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances that constitute a blight to adjoining property, the neighborhood or the city or that create a safety hazard.

(K) Walls, sidings or exteriors of a quality and appearance not commensurate with the character of the properties in the neighborhood.

(L) Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof.

(M) Vermin infestation.

(N) Inadequate drainage.

(O) Any violation of health, fire, building or zoning ordinances and regulations or any other laws, regulations or ordinances relating to the use of land and the use and occupancy of the buildings and improvements.

(b) In addition, there are within the city a substantial number of residences that are not occupied by the owner thereof and which are leased or rented by the owner to another as a personal residence. A significant number of these residences are owned by absentee landlords who do not reside within the city and who may not exercise constant supervision or control over maintenance of the property. A substantial and significant proportion of the violations of the city's property maintenance code arise at residences that are not occupied by the owner and are leased or rented to another.

(c) Any of the conditions set out in subsection (a) render such structures or land unsafe, unsanitary or dangerous or detrimental to the health, safety or morals, or otherwise inimical to the welfare of the residents of the city, and it is hereby deemed necessary to require or cause the repair, closing, demolition or removal of such structures or lands in the manner herein provided.

(d) The maintenance of property values within the city, avoidance of blight, and the establishment and enforcement of property maintenance regulations within the city are deemed by the governing body to be essential to the well-being of the residents of this city.

(Code 1973, 16.12.010; Ord. 1844, Sec. 1)

8-402. SCOPE. The provisions of this article shall apply to residential and nonresidential structures, to residential and nonresidential lands, and to vacant lots. (Ord. 1844, Sec. 1)

8-403. DEFINITIONS. The following words and phrases when used in this article shall have the meanings respectively ascribed to them in this section unless otherwise defined in the text of the section.

(a) Land or Real Property -- Except where specifically limited or where the context would require limitation shall refer to residential land, nonresidential land and vacant lots.

(b) Nonresidential Land -- The real property on which nonresidential structures are situated.

(c) Nonresidential Structure -- Any structure which is used for other than residential purposes, or a part of such structure, or a structure a part of which is used for other than residential purposes and, where applicable, the premises on which such structures are situated.

(d) Owner -- Any person, trust, partnership or corporation who alone or jointly or severally with others has legal title to residential or nonresidential land and/or structures or vacant lots, or any person, partnership or corporation who is trustee or guardian of the estate or person of the title holder.

- (e) Public Officer -- The assistant city attorney or person appointed by the mayor and approved by the city council to exercise the powers prescribed by this article.
  - (f) Residential Land -- The real property on which residential structures are situated.
  - (g) Residential Structure -- Any building or structure or part thereof, used and occupied for human habitation, or intended to be so used if unoccupied, and includes any appurtenances belonging thereto or usually enjoyed therewith,
  - (h) Sales Inventory -- All equipment, vehicles and products which are displayed or available for sale or temporarily stored on the premises for repair or service.
  - (i) Section -- The stated section of the Prairie Village Municipal Code.
  - (j) Structure -- Except where specifically limited or where the context would require limitation shall refer to both residential and nonresidential structures.
  - (k) Trim -- All finish elements to the exterior of the structure including but not limited to finish elements surrounding windows, doors, and other openings, ornamental features, and fascia board.
  - (l) Vacant Lot -- Any real property on which there are situated no residential or nonresidential structures.
  - (m) Vehicle -- Any automobile, truck, tractor, farm machinery or motorcycle which as originally built contained an engine, regardless of whether it contains an engine at any other time.
- (Code 1973, 16.12.021; Ord. 1844, Sec. 1)

8-404. **PUBLIC OFFICER.** The assistant city attorney is hereby designated the public officer to exercise the powers prescribed by this article. The mayor may appoint, with the approval of the city council, some other city official to serve as the public officer. In addition to the authority which may be specifically provided in this article, the public officer may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this article. The public officer may appoint some city employees to act as his or her agents to carry out the purposes of this article and he or she may delegate any of the aforementioned functions or powers to such employees. (Ord. 1844, Sec. 1)

8-405. **PROPERTY MAINTENANCE VIOLATION; PENALTIES.** The violation of any provision of this chapter is a public offense that may be prosecuted in the Prairie Village municipal court. Each day that any violation of this chapter shall continue shall constitute a separate offense. Prosecution of any violation as a public offense pursuant to this section may be in addition to, or as an alternative to, any other remedy or course of action available to the city under this chapter.

- (a) Upon a first conviction for a violation of any provision of this chapter, a person shall be punished by a fine not exceeding \$500.
- (b) Upon a second conviction for a violation of any provision of this chapter, a person shall be punished by a fine of at least \$100 and not more than \$500 or by imprisonment for not more than 10 days or by both such fine and imprisonment.
- (c) Upon a third or subsequent conviction for a violation of any provisions of this chapter, a person shall be punished by a fine of at least \$250 and not more than \$1,000 or by imprisonment for not more than 10 days or by both such fine and imprisonment.



(d) For the purpose of determining whether a conviction is a first, second, or third or subsequent conviction in sentencing under this section, only convictions occurring in the immediately preceding three years, shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first, second, or third or subsequent offender, whichever is applicable.  
(Ord. 1995, Sec. 2)

8-406. OWNER RESPONSIBILITY. The owner of any land in the city shall maintain such land and structures thereon in compliance with the requirements set forth in this article. A person shall not occupy as owner-occupant or allow another to occupy or use land or structures which do not comply with the requirements of this article. No tenant of a leased or rented structure shall occupy or use such structure if the same is not in compliance with the requirements of this article, and no owner of such structure shall permit a tenant to occupy or use such a structure. (Ord. 1844, Sec. 1)

8-407. CORPORATIONS, PARTNERSHIP, LIMITED LIABILITY COMPANIES, TRUSTS AND OTHER LEGAL ENTITIES; RESPONSIBILITY. (a) A corporation, partnership, limited liability company, trust, or other legal entity are responsible under this article for acts committed by their agents when acting within the scope of their authority.  
(b) Agent means any director, officer, servant, employee or other person who is authorized to act on behalf of any such entity.  
(Ord. 1844, Sec. 1)

8-408. INDIVIDUAL LIABILITY FOR CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, TRUST, OR OTHER LEGAL ENTITY VIOLATION. (a) An individual who violates any provision of this article, or causes such violations to exist, in the name of or on behalf of a corporation, partnership, limited liability company, trust, or other legal entity is legally responsible to the same extent as if such violations were in his or her own name or on his or her own behalf.  
(b) An individual who has been convicted of a violation of this article based on conduct performed by him or her for and on behalf of such an entity is subject to punishment as an individual upon conviction of such violation.  
(Ord. 1844, Sec. 1)

8-409. MINIMUM STANDARDS. For the purposes of this article, the following minimum standards for maintenance of structures and land are established and shall be used to determine whether such structures and lands are fit for human use and habitation.  
(a) Generally. No structure or land shall be maintained in a condition which violates the health, fire, building or zoning regulations or any other laws or regulations relating to the use of land and the use and occupancy of structures.  
(b) Residential Structures Used for Lease or Rental Purposes. No person, firm, corporation, or other legal entity shall lease or rent or offer for lease or rent any residential structure for which the occupational license required by Chapter 5 of the municipal code has not been obtained or has been revoked, and no tenant shall occupy such a structure.

(c) Foundation.

(1) The foundation of a structure shall be structurally sound, shall be maintained plumb and free from open cracks and breaks so as to prevent the entry of rats and other animals.

(2) The foundation elements shall support the structure at all points.

(3) Any repair or replacement necessitated by this section shall be accomplished with materials that are compatible with the remaining foundation.

(d) Exterior Wall Surface. Exterior wall surfaces including screened-off areas, doors and windows shall be free of holes, breaks, loose or damaged construction materials, and any other conditions which might admit rain, moisture, insects or animals to the interior portions of the walls or occupied spaces of the structure. Cracks in mortar between bricks or stones shall be sealed. All exterior wall surfaces shall be maintained and kept in repair using materials compatible with the remaining undamaged wall surfaces and recognized as acceptable pursuant to city building code. Painted surfaces will require repainting or satisfactory covering of siding when scaling of existing paint exceeds 25 percent of one or more wall surfaces or the wood is becoming porous and needs a seal.

(e) Trim. All trim shall be maintained in sound condition free of holes, breaks, or loose or damaged construction materials. Areas that are damaged as described herein shall be repaired or replaced with material compatible with the remaining undamaged trim. Trim that has been previously painted shall be repaired when scaling of existing paint exceeds 25 percent of the trim on one or more wall surfaces.

(f) Windows and Doors.

(1) Every exterior opening shall be fitted with a window, door, basement hatchway cover or crawl space cover, as appropriate, which shall be tight and maintained in sound condition and good repair to prevent the entrance of animals, rain and surface drainage water into the structure. Every doorway which gives access from a habitable room or area to the exterior of the structure shall be fitted with a door, equipped with hardware capable of ensuring security and privacy to the occupants of such habitable room or structure.

(2) Every window shall be in good condition and fit tightly within its frame. All windows shall be fully supplied with glass windowpanes without open cracks or holes or a substitute approved by the public officer or his or her designated agent. If screens, frames for screens, or storm windows are provided, the entire assembly shall be maintained in good effective working condition and repair. When present, awnings are to be kept in good repair. Every other opening located within four feet of the ground level shall be protected against the possible entry of insects and rodents.

(3) Every exterior door shall be maintained in good condition and when closed shall fit well within its frame. Every door hinge, door latch and door lock shall be maintained in effective working condition. Every door available as an exit shall be capable of being easily opened from the inside. Every door that is painted shall require repainting when scaling of existing paint exceeds 25 percent of the door surface.

(4) When existing approved windowpanes, doors or other external openings are externally covered for security or other reasons, the material used shall be painted or treated the same color as the trim or structure.

(g) Roofing and Guttering. The roof, eave and soffit shall be structurally sound, tight and shall not admit rain. Any roof surface that will allow water to enter the

structure will be repaired at the point or points of leak by materials that are compatible with the existing roof material. If the roof has deteriorated and has lost its water repellent characteristics, the effected area will be replaced with materials compatible with the unaffected portions of the roof. Any gutterings or downspouts that have been broken, rusted, or damaged shall be repaired or replaced with materials that are compatible with the undamaged guttering and downspouts.

(h) Attached Structures. Porches, landings, fire escapes, decks, railings, and exterior stairs shall be maintained in a manner to be safe to use and capable of supporting the loads and design to which they are subjected. They shall be maintained in sound condition and good repair. Treads and risers that evidence excessive wear or are broken, warped or loose shall be replaced. Any repair or replacement work required pursuant to this section shall be accomplished with materials that are compatible to the undamaged portions of the structure.

(i) Fences. All fencing, including gates, shall be maintained in good condition free of damage, breaks or missing structural members.

Areas that are leaning, buckling, sagging or deteriorating shall be repaired or replaced with material compatible with the undamaged portions of the fence.

Fencing that has been previously painted shall require repainting when scaling of existing paint exceeds 25 percent of the fence surface.

(j) Animal Sanitation. No excessive accumulation of animal waste shall be permitted on any property. Animal wastes shall not be disposed of in an open ditch or storm drain. All carcasses of animals shall not remain exposed after death.

(k) Pools of Water. Ponds, reservoirs, swimming pools or other receptacles of water shall be maintained free of trash, debris, garbage or other effluvia and shall not serve as a breeding ground for insects or other vermin.

(l) Sheds, Garages or Other Out-Buildings. Sheds, garages or other out-buildings shall be maintained in the same manner as provided in subsections (a) through (g) of section 8-509.

(m) Hard Surfaces, Walkways and Driveways. Hard surfaces, walkways and driveways shall not be allowed to deteriorate to the extent they constitute a safety hazard.

(Code 1973, 16.12.040; Ord. 1844, Sec. 1)

8-410. STORAGE OF USEFUL ITEMS. (a) Residential Property. No person shall place, construct, install, affix, store or allow to remain, any item, object or structure on any property zoned or used for single family or duplex purposes except as specifically and explicitly permitted by this section.

(b) Permitted Items. The following items, objects or structures are permitted as specified in subsection (a):

(1) Any item, object or structure permitted under the applicable provisions of the zoning ordinance, in full compliance with the authorizing provision. The intent of this subsection is to permit only those items specifically permitted under the applicable zoning district regulations or permitted accessory uses.

(2) Authorized trash containers.

(3) Firewood, neatly stacked and free of insects and vermin, behind the front building line extended and behind the front and side platted building lines.

(4) Swing sets and similar recreational equipment.

(c) All Other Items. Any item, object or structure not specifically authorized in subsection (b) must be located within a fully enclosed structure, or within the back

yard and fully screened from view from any adjacent property by a wall, fence or landscaping installed with materials of a quality compatible with the immediate neighborhood as determined by the building official. Such screening shall be constructed and maintained in accordance with applicable city codes and shall be adequate to prevent substantial viewing of the enclosed objects from any place within the adjacent property or any structure located on that property.

(d) All Other Property. With respect to all property other than that covered by subsection (a), no person shall place, construct, install, affix or store or allow to remain, any item, object or structure except those specified in subsection (b)(1).

(e) Notwithstanding any other applicable provision, permitted items, objects or structures shall occupy no more than 20 percent of the allowable outside storage area. With respect to matters governed by subsection (c) above, in measuring the area occupied by such items, objects or structures to determine if the permitted 20 percent is exceeded, a rectangle shall be constructed to include all points where any such item, object or structure is located, and the area shall be calculated to include all that area within the rectangle. This method of calculating area shall not apply to those items specifically authorized in subsections (b)(1), (b)(2), and (b)(3) above.

(Ord. 1844, Sec. 1)

8-411. **TRASH AND REFUSE.** The throwing, leaving, depositing or allowing the accumulation of any worn out, broken, or worthless item, waste, garbage, trash, debris, or refuse on any property, drainage course or other land is prohibited. Such items include those that impede mowing of weeds or tall grass, are food products or food containers attracting insects, rodents or animals, or are useless as evidenced by their broken, deteriorated or dismantled condition. (Ord. 1844, Sec. 1)

8-412. **UNFIT FOR HUMAN USE OR HABITATION; NOTICE OF HEARING.** (a) Whenever a petition is filed with the public officer or by at least five residents of the city charging that any structure or land is unfit for human use or habitation or whenever it appears to the public officer, on the officer's own motion, that any structure or land is unfit for human use or habitation as being in violation of one or more of the sections of this article, the public officer shall, if the officers' preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner, every mortgagee of record and all parties in interest in such structure and/or land, including persons in possession, a notice of hearing stating the allegations.

(b) Such notice shall be directed to the owner. Such notice shall state that a hearing will be held before the public officer at a place therein fixed not less than 10 days nor more than 30 days after the serving of the notice.

(c) Such notice shall also state that the owner, mortgagee, and the parties in interest shall be given the right to file an answer to the allegations and to appear in person, or otherwise with or without legal counsel, and give testimony at the place and time fixed in the notice. The notice shall also state that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the public officer.

(d) During the hearing, the public officer shall have the power and authority to administer oaths and affirmations, examine witnesses, and receive evidence. The rules of evidence utilized by courts in Kansas shall not be controlling in hearings before the public officer.

(Code 1973, 16.12.060; Ord. 1844, Sec. 1)

- 8-413.       **ORDERS OF PUBLIC OFFICER.** Within 10 days of any hearing or appeal held pursuant to section 8-412, the public officer shall issue a written order containing findings of fact and stating the officer's determination whether the structure or land is unfit for human use or habitation based on a violation of one or more of the standards set forth in section 8-409. Such order shall be directed to the owner and served in a manner prescribed in section 8-415 upon the owner and all other persons entitled to notice according to the provisions of section 8-512. If the public officer determines that the structure or land is unfit for human use or habitation, the order shall require as follows:
- (a) If repair, alteration or improvement of the structure can be made at a reasonable cost in relation to the value of the structure, which costs shall not exceed 50 percent of the fair market value of such structure, the owner of the structure shall within the time specified in the order, repair, alter or improve such structure to render it fit for human use or habitation or shall vacate and close the structure until conformance with this article is met; or
  - (b) If the repair, alteration or improvement of the structure cannot be made at a reasonable cost in relation to the value of the structure, that is to say, 50 percent or less of the fair market value of such structure, which percentage is hereby deemed to be a reasonable standard by which to require either repair, alteration or improvement, or removal or demolition, the owner shall within the time specified in the order remove or demolish such structure.
- (Code 1973, 16.12.061; Ord. 1844, Sec. 1)

- 8-414.       **FAILURE TO COMPLY WITH ORDER.** (a) If the owner fails to comply with an order pursuant to section 8-413(a) to repair, alter or improve or to vacate and close the structure or land, the public officer or a city employee designated by him or her may cause such structure or land to be repaired, altered or improved, or to be vacated and closed.
- (b) If the owner fails to comply with an order pursuant to section 8-413(b) to remove or demolish the structure, the public officer or a city employee designated by him or her may cause such structure to be removed or demolished.
  - (c) The amount of the cost of the repairs, alterations, improvements, vacating and closing or removal or demolition by the public officer or designated city employee shall be a lien against the real property upon which the cost was incurred. Such lien may include allowance of the officer's costs and the necessary attorney's fees and may be foreclosed in judicial proceedings in the manner provided or authorized by law for loans secured by liens on real property. In lieu of foreclosure, the costs including the officer's costs and the necessary attorney's fees may be assessed as a special assessment against the lot or parcel of land on which the structure was located, in which case the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against the lot or parcel of land. If the structure is removed or demolished by the public officer, the officer shall sell the materials of such structure and shall credit the proceeds of the sale against the cost of the removal or demolition. If there is any balance remaining, it shall be paid to the parties entitled thereto as determined by proper judicial proceedings instituted by the public officer

after deducting the costs of such judicial proceedings, including necessary attorney's fees incurred therein, as determined by the court.  
(Code 1983, 16.12.062; Ord. 1844, Sec. 1)

8-415.        **UNFIT FOR HUMAN HABITATION; SERVICE OF NOTICES OF HEARING AND ORDERS.** Notices of hearing or orders issued by the public officer pursuant to this article shall be served by city employees designated by him or her upon persons either personally or by registered or certified mail. If the location of such persons is unknown and cannot be ascertained by the public officer or by his or her designated agent in the exercise of reasonable diligence, and the public officer or such agent makes an affidavit to that effect, service may be made by publishing the notice of hearing or order once in an official city newspaper. A copy of such notice of hearing or order shall be posted in a conspicuous place on the premises affected by the notice or order. A copy of such notice or order may also be filed with the clerk of the district court of Johnson County, Kansas, and the filing of the notice or order shall have the same force and effect as other lis pendens notices provided by law. (Ord. 1844, Sec. 1)

8-416.        **APPEALS.** (a) Any person affected by a written order issued by the public officer as provided for in section 8-413 following a hearing before such public officer, may appeal the finding of the public officer to the city council. Any such request of a hearing before the city council shall be filed not more than 15 days after the date of the order of the public officer. Notice of such appeal shall be filed with the public officer or with the city clerk at city hall. Following the conclusion of the hearing on any such appeal, the city council shall enter an order affirming, reversing or modifying the order of the public officer. Such order shall be issued and served in the same manner as required by section 8-413 and shall become the order of the public officer for purposes of K.S.A. 17-4759(e) or any amendments thereto.  
(b) Any person affected by an order issued by the city council may petition the district court of Johnson County, Kansas for an injunction restraining the city from carrying out the provisions of the order and for such further relief as may be authorized pursuant to K.S.A. 17-4759(e), or amendments thereto. Any such petition shall be filed within 30 days after the posting and service of the order of the city council.  
(Ord. 1844, Sec. 1)

8-417.        **CONSTRUCTION.** Nothing in this article shall be construed to abrogate or impair the powers of the courts or of any department of the city to enforce any other provisions of the municipal code, where such provisions are applicable, and the powers conferred by this article shall be in addition and supplemental to the powers conferred by any other law. In addition, nothing in this article shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise. (Code 1973, 16.12.080; Ord. 1844, Sec. 1)

8-418.        **AUTHORITY.** This article is adopted by authority of K.S.A. 17-4579 and Article 12, Section 5 of the Kansas Constitution. (Ord. 1844, Sec. 1)

# LEGISLATIVE/FINANCE COMMITTEE

November 5, 2001

6:00 p.m.

Agenda

*\*\*\*Multi-Purpose Room\*\*\**

<u>Ruth Hopkins</u>		<u>Page</u>
LEG2001-25	Consider United Community Services 2002 contribution Karen Wulfschle, Executive Director, United Community Services will attend and explain UCS recommendations	1 - 9
COU2000-07	Consider current policies & procedures for Code Violations Doug Luther	10 - 16
LEG2001-20	Consider Financial Audit for 2001 Jamie Shell	17
LEG2001-21	Consider City's Banking Agreement Jamie Shell	18
LEG2001-26	Consider renaming Juniper Street to Juniper Drive Doug Luther	19 - 22

## The City of Prairie Village Mission Statement

"The City of Prairie Village preserves the ambiance of a village with the livability of a neighborhood. The "village" lifestyle is enhanced by quality education and a variety of housing, recreation and local commerce in pedestrian friendly centers"

## Code Enforcement Implementation Plan

### Background

At its 18 June, 2001 meeting, the City Council approved a report from the City's Legislative/Finance Committee outlining steps that should be taken to improve the effectiveness of the City's Code Enforcement program. The report identified six issues that need to be addressed. Each issue is identified below, followed by a discussion of proposed steps to address the issue and an implementation schedule.

#### 1. Deadlines for compliance should be specifically defined by the City Council for each code violation.

While each property maintenance violation is unique, there are generally three types of violations: vehicle violations, trash & debris violations, and exterior maintenance violations. Last year, a survey of surrounding cities' code enforcement programs was conducted. Compliance deadlines ranged from 5 – 120 days depending on the violation type.

Depending on the severity of the violation, reasonable deadlines for compliance will vary. However, as a general rule, the following compliance guidelines are recommended:

Vehicle Violations	7 days
Trash & Debris Violations	10 days
Exterior Maintenance Violations	30 days

Although these compliance guidelines are recommended, they represent maximums. The Code Enforcement Officer should retain the discretion to reduce these compliance deadlines if circumstances warrant immediate action to correct the violations. These circumstances could include trash and debris which is likely to rot and emit foul odors, or if there have been prior property maintenance violations at the property.

If violations are not corrected, the Code Enforcement Officer would be authorized to grant one extension, not to exceed a the amount of time provided in the original deadline. Additional extensions would require a written request from the resident and/or approval from the Department Manager.



- 2. If compliance is not achieved, the Code Enforcement Officer should issue a notice to appear in Municipal Court. Repeat offenders should be expedited to Municipal Court. The City should consider discontinuing Administrative hearings or "Hot Docket" hearings.**

Rather than seek compliance through voluntary compliance or an administrative hearing such as the Hot Docket, code violations which have not been corrected by the established deadline will be prosecuted as criminal offenses in the Municipal Court.

If a property owner fails to comply with an established deadline, has not requested an extension, or the Code Enforcement Officer or Department Manager refuses to grant an extension of time, a Notice to Appear in Municipal Court will be issued. Further extensions of time, as well as punishment upon conviction, will be determined by the Municipal Court. Once a Notice to Appear has been issued, the Code Enforcement program's involvement in the case will be advisory, in the form of providing the City Prosecutor and Municipal Judges with information requested to assist in the prosecution of the case.

Regarding repeat offenders, if a review of Code Enforcement records reveals prior code violations in the previous 3 years for the same property owner, all extensions must be approved by the Department Manager.

**Implementation Date: 1 November, 2001**

**3. Every effort should be made to communicate results of code violation reports to complainants regardless of the validity of the complaint.**

When a complaint is received by the Codes Administration Department, the complaint will be entered into the code violation tracking system and an inspection will be performed. If the complainant provides contact information, Codes Administration staff will contact the complainant after the inspection has been performed. The Code Enforcement Officer's voice mail message will inform complainants of the need to provide contact information if they wish to receive follow-up information. The Code Enforcement Officer will maintain a record of telephone conversations with complainants.

If the complainant provides the Code Enforcement Officer with his/her address, a letter will be sent to the complainant notifying him/her of the results of the Code Enforcement Officer's investigation of his/her complaint, and whether or not a violation notice was issued.

It should be understood that responding to every telephone inquiry is a very time consuming process that keeps the Code Enforcement Officer in the office rather than in the field investigating complaints. It is not uncommon for the Code Enforcement Officer to receive over 20 calls per day. The Code Enforcement Officer will make every effort to respond to complaints, although it may take a few days. It is also important that complainants provide the Code Enforcement Officer with accurate information and a way to contact them to report the Code Enforcement Officer's findings.

**Implementation Date:**

- **Complaint tracking/phone response: Ongoing**
- **Status letters to Complainants: This will be implemented when new code enforcement software is installed (see #6)**

**4. City Council members should receive regular summaries of all code enforcement activity, by Ward.**

On a monthly basis, reports providing the following statistics will be provided to the City Council.

- Code Violation complaints received, city-wide and by Ward
- Code violation complaints received, by violation type
- Code cases resolved
- Citations issued to appear in Municipal Court

**Implementation Date: This reporting process began in August, 2001**

- 5. A meeting should be held with the City Prosecutor, Municipal Judges, and Code Enforcement staff to express the importance and expectations of new policy directives and that the City Council expects aggressive prosecution of Code Enforcement cases.**

A meeting with the Municipal Judges and City Prosecutor was held on 12 September, 2001. During this meeting Legislative/Finance Committee co-chairs Griffith and Hopkins, along with Mayor Shaffer, expressed the City Council's desire to take a more aggressive approach toward prosecuting property maintenance violations. In particular, the need to address repeat violators was emphasized.

Judge Clarke noted that the Municipal Judges could be creative in their sentencing through diversion agreements and suspended sentences to help prevent repeat violations. She added that the Court Clerks would be directed to expedite property maintenance cases to allow for speedy prosecutions and limited continuances.

Judge Clarke said the Court's objective in prosecuting property maintenance violations would be to achieve compliance. However, she noted that some cases may take a long time to reach a resolution. She noted that any defendant convicted in Municipal Court may appeal the Municipal Court's verdict to Johnson County District Court.

Overall, the Judges agreed that the Court understands the importance of aggressively addressing property maintenance issues and is willing to assist the City Prosecutor and Code Enforcement staff in obtaining a speedy prosecution of property maintenance cases.

**Implementation Date: This meeting occurred on 12 September, 2001**

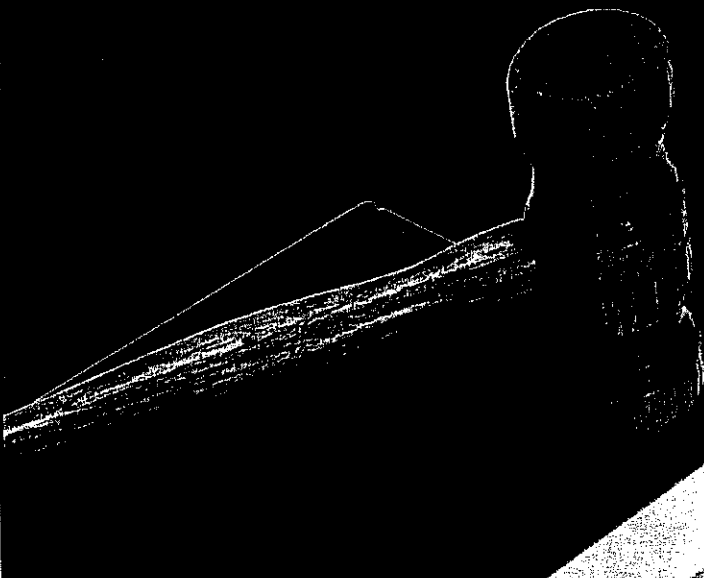
6. The existing code enforcement software should be replaced. Software should include the following capabilities at a minimum.

- Maintain a complete record of every call.
- Issue courtesy letters and citations automatically.
- Allow for summary reporting to City Council and Staff.
- Mobility with the Code Enforcement Official.
- Integrate with state and county property records.
- Issue letters to complainants advising them of Code Enforcement actions regarding their complaints.

The 2002 budget contains \$15,000 for the purchase of a new code enforcement software system. Codes Administration staff is preparing an RFP to obtain proposals from several software vendors for this system.

**Implementation Date:**

- Receipt of proposals by potential vendors – 1 January, 2002
- Presentation of purchase contract to City Council – 1 March, 2002
- Installation of software – 1 May, 2002
- Implementation of software – 1 July, 2002



# Code of Procedure for Kansas Cities

First Edition

Prepared by the League of Kansas Municipalities



# Code of Procedure for Kansas Cities

First Edition

Ordinance Incorporated by Reference  
Under the Provisions of K.S. 12-3009  
through 12-3012, and K.S. 12-3301  
and 12-3302

by Ordinance No.

City of

Kansas

Prepared by the League of Kansas Municipalities

Table of Contents

	Page
Definitions.....	5
Meetings.....	5
Agenda.....	6
Motions.....	7
Voting.....	8
Application & Amendment.....	10

Definitions

**Section 1. Governing Body.** The term governing body shall include the mayor and council, mayor and commissioners, and board of commissioners.

**Section 2. Quorum.** A quorum shall consist of a majority of the members-elect of the city council or city commission. In a council city, the quorum shall not include the mayor.

Meetings

**Section 3. Regular Meetings.** Regular meetings of the city will be held at a time, place, and date certain as set by the city by ordinance and in accordance with applicable state law.

**Section 4. Special Meetings.** Special meetings will be held only for a special purpose and will be called in accordance with applicable state law.

**Section 5. Work Sessions.** No agenda is required for a work session and no binding action may be taken during the work session.

**Section 6. Quorum.** A quorum is required at all meetings during which binding action will be taken by the city.

**Section 7. Public Comment.** If public comment is allowed during the meeting, the citizen desiring to comment on matters of a general nature, not specific to an agenda item, shall sign up in advance of the meeting and shall provide his or her name and address for the purpose of putting both in the minutes of the meeting. Any public comment taken on specific agenda items shall require the citizen to state his or her name and address for the minutes. The mayor may limit the time of each citizen based upon the number of people wishing to speak and the amount of time available for the public comment portion of the meeting.

## Agenda

**Section 8. Agenda.** Prior to each regular and special meeting, the city will distribute an agenda to each governing body member and it will be made available to the public at that time.

**Section 9. Setting Agenda.** The governing body of the city shall designate an individual to be in charge of setting the agenda.

**Section 10. Agenda Items.** Any governing body member or staff member of the city may request to have an item placed on the agenda. Members of the public may not place an item on the agenda, but may have a governing body member sponsor such an item.

**Section 11. Additions to Agenda.** Items may be added to or removed from the agenda at the beginning of a regular meeting by motion approved by a majority of those governing body members present and voting. No items may be added to the agenda of a special meeting.

**Section 12. Order of Business.** At the hour appointed for the meeting, the mayor shall call the meeting to order. In council cities, the president of the council shall chair the meeting in the absence of the mayor. Upon having a quorum present, the governing body shall proceed to business, which shall be conducted in the following order:

- I. Approval of the minutes of the last regular meeting and intervening special meetings;
- II. Presentations of petitions, public comments, memorials;
- III. Presentation of claims and appropriation ordinance;
- IV. Unfinished business;
- V. New business;
- VI. Reports of staff and committees;
- VII. Consent Agenda;
- VIII. Adjournment.

**Section 13. Consent Agenda.** By majority vote of the governing body, any item may be removed from the consent agenda and considered separately.

**Section 14. Order of Business, Suspended or Amended.** By a majority vote of the governing body, the order of business may be amended to add or delete sections as appropriate, or

may be suspended in its entirety to consider other matters. Executive sessions may be held at any time in the order of business.

## Motions

**Section 15. Motions; Second.** All motions require a second before such motion may be considered.

**Section 16. Debate.** All motions are debatable unless otherwise noted in the section governing that motion.

**Section 17. Substantive Motion.** Only one main substantive motion may be pending on the floor at any one time. It must be withdrawn or advanced to a vote before another substantive motion is introduced.

**Section 18. Substitute Motion.** Substitute motions are prohibited. Substantive motions must be withdrawn or advanced before another substantive motion is introduced.

**Section 19. Motion to Amend.** A motion to amend is in order when the proposal is to change, add, or delete words from the main substantive motion. If the motion is to amend a document before voting on its adoption, it is advisable to reduce the change to writing, but it is not required if all members of the governing body understand the amendment. A vote on an amendment is not a final vote on the underlying substantive motion. To pass the underlying substantive motion requires a vote.

**Section 20. Motion to Pass an Ordinance.** All ordinances of the city shall be considered at a public meeting of the governing body. After consideration and amendment (if any) of the ordinance, the question shall be: "Shall the ordinance pass?" No ordinance shall contain more than one subject, which shall be clearly expressed in its title, and no section or sections of an ordinance shall be amended unless the amending ordinance contains the entire section or sections as amended and the section or sections amended shall be repealed.

[See Sections 33-37 for ordinance voting requirements.]

**Section 21. Motion to Refer.** If the governing body deems it appropriate, it may refer an ordinance, resolution, contract, or other matter back to staff, committee, board, or other appropriate location for further review and consideration. Such motion may or may not contain a time certain for the item to be returned to the governing body.



**Section 22. Motion to Reconsider; Prohibited.** Motions to reconsider are prohibited. Any governing body member may make a new substantive motion on a matter previously considered by the city.

**Section 23. Motion to Call the Previous Question.** This motion is not debatable and, if passed by a majority of the governing body, calls for an immediate vote on the substantive motion. This motion requires a vote.

**Section 24. Motion to go into Executive Session.** The motion to go into executive session shall be made as follows: "I move that the governing body recess into executive session pursuant to the \_\_\_\_\_ exception in order to discuss \_\_\_\_\_ (general description), the open meeting to resume in the city council (commission) chamber at \_\_\_\_\_ (time)." The motion may also state who is to be present in the executive session, although this is not required. This motion must be made, seconded, and carried. Such motion shall be recorded in the minutes of the meeting. The meeting may not reconvene until the time stated in the motion.

**Section 25. Motion to Adjourn to a Later Date and Time.** If the governing body is unable to complete its agenda during the time allotted for the meeting, the meeting may be adjourned to a time and date certain to continue the regular or special meeting. The motion shall state the time, place, and date for the meeting to reconvene. If the motion is adopted, the meeting is adjourned to the specified time, place, and date.

**Section 26. Motion to Adjourn.** At the conclusion of the agenda, a motion to adjourn is in order and requires a majority vote.

#### Voting

**Section 27. Form of Vote.** All votes shall be by voice vote or, in the alternative, the mayor may request that a vote be by "show of hands." No vote shall be by secret ballot.

**Section 28. Division.** The mayor or any member may request a formal division of vote. At the discretion of the mayor, division may be by either a poll of each member or a show of hands.

**Section 29. Duty to Vote.** Members of the governing body have a duty to vote unless such member choosing to abstain has a conflict of interest or other conflict that appears to make

voting on an issue improper. Any member who abstains must state, for the purpose of its inclusion in the minutes, the reason for the abstention.

**Section 30. Recording.** Upon final passage of a matter, the vote shall be recorded in the minutes.

**Section 31. Votes; Non-Ordinance Matters.** Unless otherwise specifically required by law, the adoption or rejection of resolutions and other motions shall be by a majority of those present. An abstention shall be counted with the prevailing side.

**Section 32. Votes; Mayor in Council City; Non-Ordinance Matters.** The mayor may cast a tie breaking vote when the council is equally divided on a vote in a non-ordinance matter.

**Section 33. Same; Ordinary Ordinance; Council City.** The adoption of an ordinary ordinance requires \_\_\_ affirmative votes of the council.  
[e.g., This is a majority vote of the members-elect of the council, which is three votes on a five member council with a mayor.]

**Section 34. Same; Ordinary Ordinance; Council City; Mayor's Vote.** The mayor may cast the deciding vote in favor of an ordinance at any time that the number of favorable votes is one less than required.

**Section 35. Same; Ordinary Ordinance; Council City; Mayor's Veto.** The mayor in council cities may veto any ordinance passed by the council on or before the next regularly scheduled meeting with the exception of ordinances on which the mayor casts the deciding vote and appropriation ordinances. Ordinances not signed or vetoed by the mayor take effect without the mayor's signature. Any ordinance vetoed by the mayor may be passed over the veto by a vote of \_\_\_\_\_ councilmembers. The president of the council, acting in the absence of the mayor, shall have no power to sign or veto ordinances.  
[e.g., This is a three-fourths vote of the number of councilmembers elect, which is four votes on a five member council with a mayor.]

**Section 36. Same; Ordinary Ordinance; Commission City.** The adoption of an ordinary ordinance requires \_\_\_ affirmative votes of the commission.  
[e.g., This is a majority vote of the members-elect of the commission.]

**Section 37. Same; Charter Ordinance; Council City.** The adoption of a charter ordinance requires \_\_\_ affirmative votes of the governing body. The mayor is considered a member of the governing body.

[e.g., This is a two-thirds vote of the members-elect of the governing body, which is four votes on a five member council with a mayor.]

**Section 38. Same; Charter Ordinance; Commission City.** The adoption of a charter ordinance requires \_\_\_ affirmative votes of the commission. The mayor is considered a member of the governing body.

[e.g., This is a two-thirds vote of the members-elect of the governing body.]

**Section 39. Same; Council City; Confirmation of Mayoral Appointment to Non-Elected Position.** The mayor may cast the deciding vote when the council is equally divided on a vote for the mayoral appointment to a non-elected position.

**Section 40. Same; Council Cities; Confirmation of Mayoral Appointment to Elected Position.** The mayor may cast the deciding vote when the council is equally divided on a vote to confirm a mayoral appointment to an elected position. In a city of the second class, the mayor participates and votes with the council in such appointment.

**Section 41. Same; Commission City.** The mayor has a vote on all matters. The mayor does not have a "second vote" to break a tie. Appointments in commission cities are by motion, second, and a vote.

#### **Application & Amendment**

**Section 42. Rules.** For those matters not covered by these rules, the procedure shall be as decided by a majority vote of the governing body. These rules may be amended after adoption by a subsequent ordinance amending specific rules as identified in the ordinance. Such ordinance amends the adopting ordinance. The rules may not be suspended by the governing body during any meeting.

**A publication of the  
League of Kansas Municipalities**

**300 S.W. 8th Avenue  
Topeka, KS 66603-3912  
[www.lkm.org](http://www.lkm.org)**





## Rules of Disorder or Why Roberts Rules of Order Do Not Work for Kansas Cities...

Imagine the following exchange: "I make a motion to adopt the ordinance," says councilmember A. "I make a substitute motion to table the ordinance," says councilmember B. "I call the previous question," says councilmember C. "All in favor say aye," exclaims the mayor. The city clerk asks what just happened for the purpose of the minutes. The mayor then asks the city attorney to explain to the council what binding action was just taken. The city attorney looks for a copy of Roberts Rules of Order, which is nowhere to be found, so she explains she is not sure, but perhaps it was done incorrectly and the governing body should try again. Does any of that exchange sound familiar? If so, the city needs to seriously consider examining its procedural rules to determine if a simpler procedure is in order.

It is often said that Roberts Rules of Order work great if the body is the British Parliament, but they are much too complex for a small governing body. In fact, many of the rules have no applicability in city governing body meetings. Because very few city officials are actually conversant with the Rules, some strange procedures develop that are attributed to Roberts Rules. Many calls to the LKM legal inquiry service have to do with meeting procedure. Some frequent questions are how a city can reconsider a previous action, what motions take precedence, and what motions are debatable. The answer often makes no sense in the context of what a city is trying to accomplish and often the procedure followed by the city does not fit into the Roberts Rules of Order construct. Rules should facilitate the

~~by Sandy Jacquot~~

meeting, not become an impediment to the meeting.

With all of the above-referenced issues in mind, the LKM professional staff set out to write some simple common-sense meeting procedure rules for Kansas cities. The end results, after months of discussion, are the *Code of Procedure for Kansas Cities* and the *Handbook for Effective Meetings*. The *Code* is designed for adoption by reference just like the *Standard Traffic Ordinance* and *Uniform Public Offense Code*. The *Handbook* is organized to more fully explain the rules and how to run an effective meeting and references code sections from the *Code of Procedure*. Over the coming months, LKM hopes to obtain feedback from city officials on what works and what does not work in order to plan for future editions.

The *Code of Procedure* is designed to be very user friendly and is divided into 42 Sections, each a rule of procedure. The areas covered include definitions, meetings, agendas, motions, and voting. The *Handbook* contains an adoption ordinance and explains how to amend the *Code* to customize it for each city. In some ways, the *Code* may be considered a radical departure from previously used procedure, but the changes are very simple. For example, only one substantive motion is on the floor at a time, and while a substantive motion may be amended, substitute motions and motions to table are not allowed. Also prohibited are motions to reconsider, not

because reconsideration is a bad idea. Rather, items should be able to be brought back to the governing body in the form of new substantive motions whenever appropriate. If such motions can get support of a majority of the governing body, then action should be allowed. There is really no need for additional procedural steps before an item can be considered anew. Thus, the governing body spends more time actually debating policy and not debating the rules of procedure. These are only a few of the rules set forth in the *Code*.

In response to the fictitious governing body actions described in the first paragraph, under the new *Code of Procedure for Kansas Cities*, the motion to table would be out of order. The motion to call the question would require a second and a vote to prevent a premature end to the debate dictated by one governing body member. Then a vote would be held on the substantive motion, which was to adopt the ordinance.

Cities interested in exploring the possibility of adopting new meeting procedures should contact the LKM office to order the two publications discussed herein. While this approach may not be appropriate for every city, it may help cities examine their own meeting procedures and how effectively their meetings are being run. Look for more information at [www.lkm.org/publications/](http://www.lkm.org/publications/) and at the LKM Annual Conference in October.

Sandy Jacquot is Director of Law/General Counsel for the League of Kansas Municipalities. She can be reached at [sjacquot@lkm.org](mailto:sjacquot@lkm.org) or (785) 354-9565.

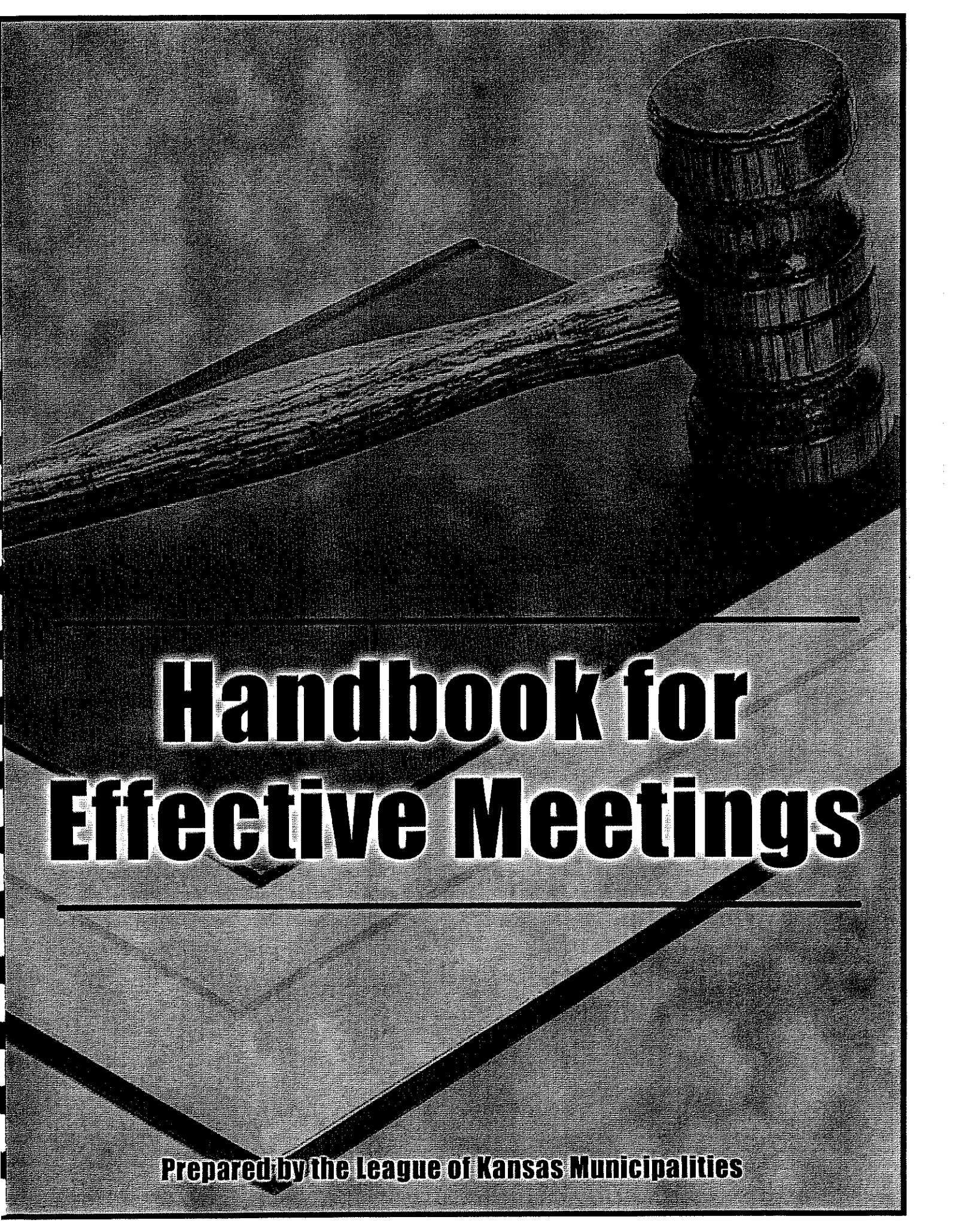
## Attorney General's Opinions

### Counties and County Officers; Budget; Employees of County Sheriff

A board of county commissioners has the authority to adopt a budget for all county offices, including the county sheriff's office, but once that budget is adopted, the sheriff may expend the funds in that budget for the purposes for which the moneys were budgeted without further

oversight by the county commissioners. A board of county commissioners also has the authority to adopt a county-wide pay plan that may include the allowable pay scale for employees hired by the sheriff. However, a board of county commissioners does not have the authority to hire, fire, demote, or promote individual employees within the sheriff's office. If a pay plan

specifically targets an individual employee in the sheriff's office and is intended to improperly affect the employment status of that particular employee, it would exceed the county commission's authority. Cited herein: K.S.A. 2002 Supp. 19-101a; K.S.A. 19-212; 19-805; 44-319. (A.G. Op. No. 2003-15, 5-12-03)



---

# **Handbook for Effective Meetings**

---

**Prepared by the League of Kansas Municipalities**

# Table of Contents

Introduction .....	5
Definitions .....	7
Meetings .....	9
Agenda .....	15
Motions .....	17
Voting .....	21
Application and Amendment .....	23
Model Ordinance for Adopting Code of Procedure .....	25

# Introduction

This handbook is designed to be used in conjunction with the *Code of Procedure for Kansas Cities*, published by the League of Kansas Municipalities (LKM). The *Code* is a set of rules which establishes the operating procedures for governing body meetings. The *Code* was crafted by LKM legal staff to incorporate common procedures and statutory requirements for city governing body meetings.

In the past, many governmental entities, including a number of cities in Kansas, have adopted *Roberts' Rules of Order* as the guiding document for governing body meetings. However, these rules were originally designed for parliamentary bodies and have little legal or practical application to cities, counties, or other units of government.

To address the many procedural and legal questions which arise during meetings of city governing bodies, LKM has developed the *Code of Procedure for Kansas Cities*. This *Code* contains 42 rules of procedure for city governing body meetings and can be adopted by reference in a fashion similar to the *Standard Traffic Ordinance* and the *Uniform Public Offense Code*.

The *Handbook for Effective Meetings* was created to provide further explanation about the legal requirements for effective meetings and the rationale for the rules established in the *Code of Procedure*. It also includes information on how to adopt the *Code of Procedure*.

Finally, as both the *Code of Procedure for Kansas Cities* and *Handbook for Effective Meetings* are first edition publications, please contact LKM if you have any suggestions for changes, additions, or clarifications. We will be updating both documents from time to time as warranted.

# Chapter 1. Definitions

[Sections 1-2, *Code of Procedure for Kansas Cities*]

All municipalities are subject to a variety of legal requirements regarding meetings of the governing body. Some of the requirements are statutorily imposed by state law and others are imposed locally in an ordinance or rules of procedure.

**“Meetings.”** It is important to remember that all governing body meetings of Kansas cities are subject to the Kansas Open Meetings Act (KOMA) which is codified at K.S.A. 75-4317 *et seq.* A “meeting” is defined in KOMA as “any gathering, assembly, telephone call or any other means of interactive communication by a majority of a quorum of the membership of a body or agency subject to this act for the purpose of discussing the business or affairs of the body or agency.” K.S.A. 75-4317a. For more information regarding KOMA, see the LKM publication *Kansas Open Meetings Manual* (2000).

**Quorum.** Absent statutory requirements to the contrary, the general legal rule is that a majority of a governing body constitutes a quorum. See *State v. Board of Sedgwick County Commissioners*, 244 Kan. 536, 540 (1989). If there is no statutory requirement for a particular city, that city may choose to establish a quorum by regular ordinance. Because all of the statutory quorum requirements are non-uniform, cities may exempt themselves from the statutory requirement by passage of a charter ordinance.

Statutory quorum requirements for cities are as follows:

<u>Class</u>	<u>Form of Government</u>	<u>Statute</u>	<u>Quorum Requirement</u>
1 <sup>st</sup>	Mayor/Council	13-1410	Majority of councilmen elected
2 <sup>nd</sup>	Mayor/Council	14-111	Majority of councilmen elect
2 <sup>nd</sup>	Commission	14-1308	Majority of the board
3 <sup>rd</sup>	Mayor/Council	15-106	Majority of councilmen elect
3 <sup>rd</sup>	Commission	15-1409	Majority of board members

These statutes make it clear that only councilmembers or commissioners are counted when determining the number which constitutes a quorum. The mayor in council cities does not count for quorum determinations. However, in commission cities where the mayor is also a commissioner, the mayor is included in the quorum determination. The quorum requirement is static and does not change as a result of vacancies or abstentions.

## Chapter 2. Meetings

[Sections 3-7, *Code of Procedure for Kansas Cities*]

**City Powers and Meetings.** The basic powers of cities are vested in the governing body, and a governing body cannot legally function except in an official meeting. A mayor in mayor-council cities, commissioners in traditional commission cities, and certain appointed officers have individual statutory powers, but these are primarily of an administrative or executive nature. When the council or commission is not in session, the individual members have no more legal authority than do private citizens. Generally, when used in statutes granting or limiting the powers of city governments, or statutes prescribing procedures to be followed, the phrase "governing body" includes mayor and council, mayor and commissioners, or board of commissioners. (K.S.A. 12-104)

**Action Outside of Meetings Not Binding.** An action of a city governing body cannot be taken by individual members acting independently at different times and at different places, even though all of them vote in the affirmative. The governing body must act as a body or unit. Members of the governing body must assemble at a properly convened meeting in order for an action to become the action of the city. Any power members of the governing body attempt to exercise outside an official meeting of the governing body, as in the case of council committees, must be power specifically delegated by the governing body. The final, ultimate authority is in the duly constituted governing body of the city as it meets.

**Where Meetings Held.** Generally, governing body meetings are held at city hall at a time and place prescribed by ordinance. The area in which the meeting is held should be large enough to accommodate the governing body members, city officials and employees, the news media and members of the public.

**Role of the Mayor.** The mayor is the presiding officer at governing body meetings, but it is the council or commission that has meetings. In mayor-council cities, the mayor is not a member of the council. In commission and commission-manager cities, the mayor is a member of the board of commissioners. The president of the council, when presiding in the absence of the mayor, retains his or her rights as a councilmember.

**Frequency of Meetings.** The frequency of governing body meetings varies from city to city according to the applicable statute and ordinance. Because none of these statutes are uniformly applicable to all cities, they are subject to home rule modification. While some cities find it necessary to conduct weekly meetings, others find a meeting held once a month is adequate time in which to formulate policy and address the general affairs of the city. The governing body sets the day and time of regular meetings by ordinance. See the *Kansas Municipal Sourcebook* for details on the statutory requirements for the frequency of meetings.



**Regular Meetings.** The regular meetings of the governing body must be established in an ordinance. Most cities refer to the week within the month and the day of the week (e.g., the first Tuesday of every month). It is also recommended that provision be made in the ordinance for when the regular meeting day falls on an official holiday (i.e., whenever the regular meeting day shall fall on an official holiday of the city, such regular meeting shall be held on the following day).

**Special Meetings.** Only the business for which the special meeting is called may be considered and acted upon by the governing body. Simply stated, special meetings are for special purposes—regular business should be taken care of at regular meetings. See the *Kansas Municipal Sourcebook* for forms for calling and providing notice of a special meeting.

The procedure for calling a special meeting varies. Unless the city has adopted substitute provisions by charter ordinance, state statute requires:

**(1) Cities of the First Class**

(a) *Mayor-council.* The mayor or any two councilmembers may call a special meeting of the council. The object of the meeting must be submitted to the council in writing, and the call, the object and the action of the council is entered into the journal by the clerk. No business may be transacted other than that mentioned in the call notice. (K.S.A. 13-510) Although the statute does not specifically require it, it is advisable that the call be in writing, stating the date, hour, place and object and signed by the mayor or two or more councilmembers. The mechanism for notifying the councilmembers of the special meeting is not prescribed by statute.

(b) *Mayor-council-manager under general statute.* Same as in (a) above.

(c) *Commission.* There are no statutory requirements, however, the following procedure is recommended: The mayor or any two commissioners may call a special meeting, with the object of the call submitted to the board in writing. The call and the object, as well as the action of the board thereon, are entered into the journal by the clerk. No other business may be transacted except that mentioned in the call. A written notice of the special meeting must be provided personally to each member of the board or left at his or her usual place of residence at least two hours before the time of the meeting. The notice must state the time, place and object of the meeting and is issued by the city clerk to the chief of police, his or her deputy, or a police officer or other city employee. The person serving the notice must indicate in writing how the notice was received.

(d) *Commission-manager.* A call signed by a majority of the commission is sufficient warrant for a special meeting. It is suggested that the procedure in (c) above be used. (K.S.A. 12-1017; 12-1009)

(e) *Council-manager*. The procedure in (c) above should be used. (K.S.A. 12-1033; 12-1036)

## **(2) *Cities of the Second Class***

(a) *Mayor-council*. Special meetings may be called by the mayor or acting mayor on the written request of any three members of the council, specifying the object and purpose of the meeting. The request is read at the meeting and entered at length in the journal. (K.S.A. 14-111) If the mayor is absent, the president of the council as acting mayor may make the call. The acting mayor may also sign the request as one of the three councilmembers. The statute does not state how the councilmembers are to be notified, and even those who sign the request should be notified as the mayor may not make a call.

(b) *Mayor-council-manager*. Same as in (a) above. (K.S.A. 14-111)

(c) *Commission*. The mayor and one commissioner may call a special meeting of the board of commissioners. The object of the meeting must be submitted to the board in writing. The call and the object, as well as the action of the board for the special meeting, are entered in the journal by the clerk, and no other business may be transacted except that mentioned in the notice. A written notice of the special meeting must be provided personally to each member of the board or left at his or her usual place of residence at least two hours before the time of the meeting. The notice should state the time, place and subject of the special meeting, and is issued by the city clerk to the chief of police, his or her deputy or a police officer, or other city employee, who must show, in writing, the manner of service and how it was received. (K.S.A. 14-1403)

(d) *Commission-manager*. Same as in (c) above.

## **(3) *Cities of the Third Class***

(a) *Mayor-council*. Special meetings may be called by the mayor or acting mayor on written request of any three members of the council, specifying the object and purpose of the meeting. The request must be read at the meeting and entered at length in the journal. (K.S.A. 15-106)

(b) *Mayor-council-manager*. Same as for mayor-council. (K.S.A. 15-106)

(c) *Commission*. The mayor and any one commissioner may call a special meeting of the board of commissioners. The object of the meeting must be submitted to the board in writing, and the call and the object, as well as action taken by the board, is entered in the journal by the clerk. No other business can be transacted except that mentioned in the notice. A written notice of the special meeting must be provided personally to each member of the board or left at his or her usual place of residence at least two hours before the time of the meeting. The notice must state the time, place and object of the special meeting,

and is issued by the city clerk to the chief of police, his or her deputy or a police officer, or other city employee. The person serving the notice must show, in writing, the manner of service and how it was received. (K.S.A. 15-1503)

(d) *Commission-manager.* A call signed by a majority of the commission is sufficient. It is suggested that the procedure as in (c) above be used.

**Adjournment.** The presiding officer cannot summarily adjourn a meeting. Before there can be an adjournment, the council or commission must, by proper action, move and vote for adjournment. Upon adjournment, the meeting is ended and no further business can be conducted.

**Adjourned Meetings.** If it is impossible for the governing body to complete all of its business within the allotted time, it is acceptable to move to adjourn the meeting to a specified later time and place. It is not advisable for a council or commission to adjourn to reconvene at "the call of the mayor." When a quorum of the council or commission reconvenes, it takes up the business where it left off. It is not necessary for the members to be notified, though it is proper for the clerk to notify them as a matter of precaution and especially so in the case of a councilmember or commissioner not present at the regular meeting. It is a violation of the Kansas Open Meetings Act (KOMA) to adjourn a meeting *for the purpose of circumventing the policy of open public meetings.*

**News Media.** Under KOMA, the news media's representatives have no greater right to information or access to meetings than other members of the public. Due to the special role of the news media in helping inform citizens of the actions of the city, many governing bodies make special efforts to work with reporters and editors by providing copies of agendas and minutes. Some provide a special table(s) for the news media to sit comfortably and take notes. All of these practices are advisable. If a reporter or other person becomes disruptive in recording, filming or otherwise reporting on a meeting, KOMA authorizes the governing body to adopt reasonable rules designed to ensure orderly conduct of meetings. (K.S.A. 75-4318(e))

**Personnel in Attendance.** An effective governing body meeting will require the presence of a number of key staff.

(1) **City Clerk.** Every city has a city clerk, who, in addition to regular administrative duties, serves as secretary or clerk of the governing body and is expected to attend all meetings of the body. While in attendance, the city clerk calls the roll, keeps the minutes (or journal) to assure a true and accurate record of the governing body proceedings, and assists the presiding officer in seeing that the governing body keeps to the regular order of business. The clerk reads the minutes, correspondence, reports, papers, ordinances, and resolutions at the appropriate time. By having these items in convenient order, the city clerk will facilitate the meeting. If the city clerk is absent from a meeting, these duties may be performed by another staff member.

**(2) City Manager or City Administrator.** In council-manager and commission-manager cities the city manager is present and active in providing reports and policy advice to the governing body. State law (K.S.A. 12-1014) for commission-manager cities provides that the city manager "...shall prepare and submit the annual budget to the governing body and keep the city fully advised as to the financial conditions and needs of the city. He or she may make recommendations to the commissioners on all matters concerning the welfare of the city, and shall have a seat, but no vote, in all of the public meetings of the governing body." In some cities, city administrators play the same role as a city manager or a somewhat similar staff role, and their presence at the meeting is required.

**(3) City Attorney.** The city attorney may be required to attend meetings to advise members of the governing body on legal questions that may arise. Under KOMA, the city attorney must be present in executive session in order to discuss attorney-client matters.

**(4) Other City Officials or Consultants.** Some governing bodies require the presence of the chief of police or another law enforcement officer to preserve order in the chamber. Among other city officers often rendering staff assistance at the meeting are the utility superintendent, city engineer or director of public works. When a public works program is pending, a consulting engineer may be present. Occasionally a representative from the city planning commission also will be in attendance. Provision should be made for other departmental personnel to be on hand when items affecting their departments are under consideration.

**Public Comment.** Cities may wish to provide an opportunity (typically under old or new business) for the public to bring petitions and comments to the governing body. If your city allows public comment, make it clear to those who appear before the governing body the amount of time that they are allowed for their presentation.

## Chapter 3. Agenda

[Sections 8-14, *Code of Procedure for Kansas Cities*]

The manner in which governing body meetings are planned and organized can have a significant impact on their success. Following are some time tested suggestions for organizing and planning effective meetings.

**Master Meeting Calendar.** Prepare a calendar work sheet for the year, giving the meeting times and outlining the special business coming up at certain times of the year.

**Prepare an Agenda.** In advance of each meeting, prepare a written agenda and distribute it to the governing body and news media (as well as those who have requested it under KOMA) along with appropriate papers and memoranda, including minutes of the previous meeting.

**Keep to the Schedule.** Begin the meeting on time and stick to a schedule so far as possible.

**Use Motions to Permit Discussion.** Sometimes discussion on a particular topic can ramble without a clear sense of direction. In such cases, it can be helpful for the chair to ask if anyone would like to make a motion. While this should not be used to cut off legitimate debate on the topic, it often can help to focus a discussion on the specific question at hand.

**Use a Consent Agenda.** In some cities, a special consent agenda is used to approve routine matters by a single motion and vote. Examples of such items include approval of minutes, payment of claims, routine renewal of leases, routine resolutions, certain staff reports, etc. If any governing body member wants to discuss any item on the consent agenda, that item is separated and considered at a later time on the agenda. A single motion to adopt or approve the remaining agenda is then taken, although the minutes of the meeting will show that each item was voted upon.

**Use Committees.** Delegate appropriate work and study on certain issues to committees or officers for consideration and recommendation.

**Importance of Formal Procedures.** Maintain some formality and the decorum appropriate for an official governing body meeting—informal procedures usually take more time! While there is no state law which requires that certain rules of order or parliamentary procedure be followed in conducting meetings of a council or commission, LKM recommends the adoption of the *Code of Procedure for Kansas Cities* as a way to formalize meeting processes.

**Quorum Required.** At all meetings, there must be a quorum present in order to transact business. A quorum is a majority of the full number of councilmembers or commissioners (regardless of vacancies), or such other number established by charter ordinance. If there is no quorum, there is no meeting. There are no minutes to be recorded, but the clerk should note what happened in the minute book. Those in attendance may adjourn the meeting to a specified time and place and compel the attendance of the absent members. (K.S.A. 13-1410; 14-111; 15-106)

**“Public Hearings.”** The governing body holds public hearings when it is considering a matter of significant community interest or when required by federal, state, or municipal law. The main purpose of such a hearing is to obtain testimony from the public. Because the issues discussed at public hearings may generate more citizen participation than can be accommodated at a regular meeting, special meetings of the governing body for the sole purpose of a public hearing may be advisable.

**Order of Business.** The governing body should specify on the agenda the order in which the various items of business will be taken up. If a governing body has adopted rules of order, they will usually include a specific order of business. Section 12 in the *Code of Procedure for Kansas Cities* allows for the order of business to be amended or suspended.

### **Presentations to Governing Body**

**(1) Presentation of Petitions, Public Comments, etc.** The presentation of petitions and public comments usually happens early in the meeting. Usually the city clerk has petitions and similar matters ready to present. When citizens appear at a meeting to present matters to the governing body, the question arises as to when they should be heard. As a general rule, it is better to hear citizens concerning items on the agenda at the beginning of the meeting so they will not have to wait through the entire meeting. Because it is possible to set reasonable limits upon the time for each presentation, and it is not always possible to limit the time other matters may require, allowing the citizens to present their matters at the beginning of the meeting is a reasonable and fair approach. The public comments part of the proceedings should be separate from governing body discussion of the issues. When the time for citizen comments has expired, they should not be permitted to discuss matters as if they were on the governing body.

**(2) Presentation of Claims.** Some governing bodies will not consider financial claims unless filed by a stated time before the meetings. This gives the city clerk time to make up the appropriation ordinance and also the warrants (a warrant being voided if the claim is not passed in the appropriation ordinance). The claims are examined and audited before or at the meeting and are presented as supporting documents with the appropriation ordinance. It is not necessary for each member to review claims or vouchers; the adoption of the appropriation ordinance constitutes approval. Claim practices vary from city to city.

# Chapter 4. Motions

[Sections 15-26, *Code of Procedure for Kansas Cities*]

Official action of the governing body usually comes in the form of a motion which is made, seconded, and voted upon. Most motions simply require more "yes" votes than "no" votes to secure passage. Some special considerations are enumerated below.

**Substantive v. Procedural Motions.** As a general rule, there are two types of motions, those which are substantive in nature and those which are strictly procedural in nature. A motion to adopt an ordinance, for example, is a substantive motion. A motion to call for the previous question is a procedural motion. It is important to understand that a vote on a substantive motion, is a vote regarding the underlying issue itself, while a vote on a procedural motion only relates to the procedure in question.

## Example

The city council is debating a new dog ordinance. The debate has gone on for quite some time and Councilmember A makes the following motion, "I call for the question." Councilmember B seconds the motion.

At this point, debate on the underlying topic, the dog ordinance, ceases and a vote should be taken on the issue of whether to "call the question." This vote is strictly procedural in nature and does not answer the question as to whether the dog ordinance passes or fails.

If the vote to call the question passes, then the chair must move immediately to a vote on the dog ordinance. In other words, a separate vote must be held on the substantive motion. If the vote to call the question fails, then debate may continue on the dog ordinance.

**Consideration of Ordinances.** An ordinance must be considered at a public meeting of the governing body unless otherwise provided by law or where a statute provides a different procedure for a specific purpose. (K.S.A. 12-3001) It is not necessary that the ordinance be read out loud section by section. It is not necessary to vote on each section nor record any vote on each section. While generally only one public hearing and one vote on an ordinance is required, there are sometimes sound reasons for requiring two readings of some ordinances, each at different sessions. The members of the governing body are given a chance to study the ordinance and thus possibly avoid enactment of unwise legislation. By statute, zoning ordinances (e.g., K.S.A. 12-757) require a special procedure for adoption. Ordinances in commission cities of the first class have a special procedure

(K.S.A. 12-3001) which several cities have modified by passage of charter ordinances. Also, there is a special procedure for ordinances under the initiative and referendum statute. (K.S.A. 12-3013)

**Addressing the Chair.** As noted earlier, the mayor is the presiding officer or chairperson of the meeting. As presiding officer, the mayor is charged with preserving order and decorum at the meeting. Preserving decorum usually means that the mayor requires every member to address the chair and wait until he or she is recognized before proceeding. This is to prevent general conversation and to keep order. A member wishing to have the floor should address the chair by saying "Mayor" and wait to be recognized before speaking further.

**Calling a Speaker to Order.** If a member uses improper language or does not observe the rules, the chair may call the member to order by saying, "The speaker is out of order." If the chair neglects to do so, another member may say, "I call the member to order," in which case, the speaker must cease speaking until the chair decides whether the member is out of order.

**Problems With Informal Consideration.** While most councils and commissions proceed informally, some formality usually expedites meetings and promotes good decision making. Usually matters are discussed before motions are made and may be dropped without motion if it is the consensus of opinion that no action be taken. However, once a motion is made and seconded, something must be done with it. If, after considerable discussion, no one takes the initiative to bring action, it is the responsibility of the mayor to ask: "Is there a motion?" If there is no motion, the mayor should proceed to the next agenda item.

**Call for the Question.** Often after extensive debate of an issue for which a motion is on the floor, a member of the governing body will "call for the question," meaning that member has moved for an immediate vote on the primary motion, as amended up to that point. This is also known as "moving the previous question." Usually rules of order permit previous question motions to be made only on the item then under discussion. It is often the practice to cut off further debate and put the call for the previous question to a vote. If the call for the question vote is passed, debate stops on the underlying motion and a separate vote must be taken regarding the underlying motion. See *Code of Procedure for Kansas Cities*, § 23.

**Other Motions.** Local rules and customs will dictate the propriety of various types of motions at different points of a meeting. See *Code of Procedure for Kansas Cities*, § 15-26.

**Point of Order.** A point of order may be raised by any member of the governing body who perceives that there is a procedural question which should be addressed. For example, if the mayor mistakenly skips over an agenda item, a councilmember may raise a point of order to bring the mayor's attention to the missed item.



**Appeal from the Decision of the Chair.** Once the mayor has made a ruling, a councilmember may challenge the ruling. For example, the mayor may refuse to entertain a motion even though the motion is in order. This may occur when the mayor is unfamiliar with the rules of procedure or because of unfriendliness to the proposed action. The mayor may also take an adverse attitude on other matters which the council or the commission would like to take action on or at least discuss. What does the council or the commission do in such cases?

**(1) Any Decision of the Presiding Officer is Subject to Appeal.** When governing body members believe the decision of the chair is contrary to parliamentary rule or law, they may appeal the decision of the chair to the council or commission. There is no reason for the mayor to feel that such an appeal is a personal affront. Members have as much right to differ with the chair as they do with one another during debate.

**(2) Appeal Procedure.** When some member of the council or commission believes that the decision of the chair is wrong, the member may rise and say, "Mr. Mayor, I appeal from the decision of the chair." The mayor should then say, "The decision of the chair is appealed from." Limited debate is in order on the appeal. The question, when put, may be in the following form: "The question is, *shall the decision of the chair stand as the decision of the council (or commission)?* All in favor say aye." And then, "All opposed say nay." A majority vote in the negative is required to overrule the decision of the chair. If the decision of the chair is sustained no further action is taken, but if the decision of the chair is not sustained, the council or commission goes forward with a discussion of the motion or other matters before the body. In the event the chair is not sustained, there is no reason for the mayor to step down and call some member to preside, nor is there any reason for a member to take over the presiding duties. It is the duty of the mayor to recognize the rights of the council or commission even if he or she does not agree with the action proposed to be taken.

**(3) Improper Ruling By Mayor.** On rare occasions, the mayor in the heat of the moment rules the appeal is out of order or declares the meeting is adjourned. Both rulings are improper. A meeting cannot be summarily adjourned by the mayor. If the appeal from the decision of the chair is made immediately following the ruling, it is not out of order. If the mayor refuses to honor the appeal, the one making the appeal should then take it upon himself or herself to state the question, suggest limited debate and to put the question. This may call for courage on the part of the one appealing in the event the mayor is gaveling for "order," attempting to proceed with other business or leaves the meeting; however it is the proper course of action. The other members of the council or commission should cooperate in properly disposing of the appeal, and in the event the appeal is successful (or unsuccessful), the clerk should duly record it in the minutes even over the objection of the mayor. As one authority on parliamentary law so well explains the matter, "The presiding officer of an assembly is the servant of the assembly and not its master."

**Putting the Question.** If the question is not debatable, or after debate if it is debatable, the mayor puts the question. It may be put: "The question is . . . All those in favor say 'aye'; all opposed say 'nay'." If a roll call is required, the statement in regard to voting will have to be changed accordingly (i.e., "the clerk will call the roll").

**Stating the Result.** Immediately after the vote, the mayor states the result. If the vote is by voice, the mayor judges which side has won, but if by show of hands or standing vote, an actual count is made. The vote is announced by saying: "The aye's have it and the motion is carried" or "The nay's have it and the motion is not carried." When the vote is by show of hands or standing, the mayor may say: "The affirmative has it and the motion is carried." When a vote by voice is about even, the mayor may say: "The ayes seem to have it"—hesitate—"the ayes do have it, and the motion is carried." This gives a member a chance to call for a division if there is any doubt as to the correctness of the mayor's decision.

# Chapter 5. Voting

[Sections 27-41, *Code of Procedure for Kansas Cities*]

**How Many Affirmative Votes are Required to do Business?** The answer to this question varies with the nature of the action. The number of affirmative votes required in order to pass an ordinance is set by state statute. Non-ordinance matters are governed by the common law (i.e., judge-made) rules of voting. Of course, a quorum must always be present in order for there to be a validly called meeting to take binding action.

**(1) Ordinary Ordinances.** K.S.A. 12-3002 governs the passage of ordinances and requires that a vote be taken by yeas and nays and entered into the minutes by the clerk. A majority of the members-elect of the councilmembers or commissioners is required to pass an ordinary ordinance. This number is based upon the number of *positions* on the council or commission and does not vary because of vacancies or absent members. For example, in a city with a five member council, three affirmative votes are always needed in order to pass an ordinance. Abstentions are counted as "no" votes on ordinances.

**(2) Charter Ordinances.** A charter ordinance must be passed by two-thirds of the members-elect of the governing body. (Kan. Const. art 12, §5) Even if there is a vacancy, or one or more members are absent, the same vote is required. The term "governing body" includes the mayor. (See K.S.A. 12-104)

**(3) Non-ordinance Matters.** Resolutions and motions involving non-ordinance matters simply require more "yes" votes than "no" votes in order to pass. Abstentions are counted on the prevailing side. The following scenarios demonstrate this point.

**Question:** What is the outcome when there is a 5 member council with 4 members present and the following votes: 2 yes, 1 no, 1 abstention?

**Answer:** The motion passes 3-1.

**Question:** What is the outcome where there is a 5 member council with 4 members present and the following votes: 1 yes, 1 no, 2 abstentions?

**Answer:** The motion fails 1-3.

**Special Provision for Commission Cities.** In commission cities of the second and third class, no final action can be taken on any matter respecting the department of an absent commissioner unless such business has been made a special order, with notice to the commissioner of the contemplated action, or unless such action is taken at a regular meeting of the board. (K.S.A. 14-1308, K.S.A. 15-1409)

## **Vote of the Mayor in a Council City**

**(1) Non-ordinance Matters.** In cities of the third class (K.S.A. 15-301) and second class (K.S.A. 14-301) with the mayor-council form of government the mayor has a tie-breaking vote when the council is equally divided. The statutes on cities of the first class are silent on the mayor's voting powers on non-ordinance matters. Local rules should be established.

**(2) Ordinances.** In voting on ordinances in any class of council city where the number of favorable votes is one less than required, the mayor has the power to cast the deciding vote in favor of the ordinance. (K.S.A. 12-3002)

**(3) Confirmation of Council Appointments.** In cities of the second and third class, in voting upon the question of the confirmation of an appointment by the mayor, other than to fill a vacancy on the council, it seems probable that the mayor may cast the deciding vote. (*Carroll v. Wall*, 35 Kan. 36 (1886)) In cities of the third class voting upon the question of confirming an appointment by the mayor to fill a vacancy on the council, it appears the mayor may vote to break a tie in the council. (K.S.A. 15-301 and *Carroll v. Wall*, 35 Kan. 36 (1886)) In council cities of the second class, the mayor, as part of the governing body, participates and votes with the council in appointing a councilmember to fill a vacancy. (K.S.A. 14-308) In council cities of the first class, the "governing body" appoints the individual to fill the vacancy. Because the term "governing body" includes the mayor and the members of the council, it appears that the mayor has an original vote regarding the appointment. (K.S.A. 13-513) Because most cities of the first class have exempted themselves from this provision with a charter ordinance, this issue is not specifically addressed by the *Code of Procedure for Kansas Cities*.

**Vote of Mayor in a Commission City.** The mayor of a commission or commission-manager city votes as a commissioner. However, the mayor cannot cast a second vote to break a tie.

## Chapter 6. Application & Amendment

[Sections 42, *Code of Procedure for Kansas Cities*]

**Adoption of Rules of Procedure.** The *Code of Procedure for Kansas Cities* may be adopted by your city as law without publishing any of the rules contained in the publication. Kansas law authorizes the adoption of an ordinance by reference to a model or standard compilation of rules that have been published in a book or pamphlet form by a federal or state agency or a municipality or an instrumentality thereof. This is done by passing and publishing an incorporating ordinance that contains a statement that a certain publication, described by title, publisher, compiler and edition, is "incorporated by reference." The effect is that the provisions of the described publication become as much a part of the incorporating ordinance as though all of the provisions were included in the ordinance. For example, the first edition of the *Code of Procedure for Kansas Cities*, prepared and published by the League of Kansas Municipalities, may be made effective as the city's code of procedure without publishing any of its contents. It is only necessary to pass and publish the incorporating ordinance. A sample incorporating ordinance appears at the end of this section.

**Omissions, Changes, or Additions.** Not all of the provisions contained in the *Code of Procedure for Kansas Cities* need to be incorporated by reference. Sections or portions thereof may be omitted by a statement in the incorporating ordinance that the particular portion is being omitted. Language of a particular section may be changed or additional language added to meet local needs. Any provisions changing or adding to the incorporated provisions must be stated in full and published as part of the incorporating ordinance. Caution should be exercised in changing the language of any provision of the *Code* which has a statutory reference to avoid conflict with statutory provisions. City provisions which conflict with state provisions are abrogated and superceded by the state statute. If omissions, changes, or additions are to be made after the adoption of the incorporating ordinance, they must be made by enacting an ordinance amending the incorporating ordinance.

The information and forms herein are specific to the adoption of the *Code of Procedure for Kansas Cities*. But, the same general procedure applies for incorporating by reference uniform codes or ordinances on such subjects as traffic, public offenses, building, plumbing, electrical wiring, gas piping, health and sanitation, or any other compilation of rules, regulations or laws covering a subject on which a city may properly legislate by ordinance.

The statutes which authorize and establish the procedure for incorporation by reference are K.S.A. 12-3009 through 12-3012 and K.S.A. 12-3301 and 12-3302.

**Official Copies.** At least three copies of the *Code of Procedure for Kansas Cities* must be marked or stamped *OFFICIAL COPY AS INCORPORATED BY ORDINANCE NO. \_\_\_\_\_*. A copy of the published incorporating ordinance must be attached to each official copy. Additional copies of the published incorporating ordinance may be obtained from the publisher. The published incorporating ordinance may either be stapled or pasted into the official copy of the *Code of Procedure for Kansas Cities*. All sections or portions thereof to be omitted must be marked to show such omission. The official copies shall be filed with the city clerk and open to inspection by the public during all reasonable business hours.

**Furnishing of Official Copies.** Official copies of the *Code of Procedure for Kansas Cities* should be furnished to all governing body members and to each president, chairperson, or other person designated to conduct meetings of other boards, committees and commissions of the city and to such others as may be deemed necessary. All such copies shall be furnished at the cost of the city.

**Amendment After Adoption.** Because the *Code of Procedure for Kansas Cities* is to be incorporated by reference by passage of a regular ordinance, amendments subsequent to the initial passage of the incorporating ordinance must be made by passage of an amending ordinance (See Section 42 of the *Code of Procedure for Kansas Cities*.)

**Reference to Specific Edition.** It is important that the adopting ordinance (and any amending ordinance) specify which edition of the *Code of Procedure for Kansas Cities* is being incorporated by the ordinance. A new ordinance will need to be adopted in order to incorporate subsequent editions of the *Code of Procedure for Kansas Cities*.

**Model Ordinance Incorporating  
the Code of Procedure for Kansas Cities  
by Reference:**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ESTABLISHING A CODE OF PROCEDURE FOR THE CONDUCT CITY OF COUNCIL [COMMISSION] MEETINGS OF THE CITY OF \_\_\_\_\_; INCORPORATING BY REFERENCE THE "CODE OF PROCEDURE FOR KANSAS CITIES," FIRST EDITION (2004) [WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS]; [AND, REPEALING ORDINANCE(S) (CODE SECTION(S)) NUMBERED \_\_\_\_\_].

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF \_\_\_\_\_

SECTION 1: INCORPORATING CODE OF PROCEDURE FOR KANSAS CITIES. There is hereby incorporated by reference for the purpose of establishing a code of procedure for the conduct of city council [commission] meetings of the City of \_\_\_\_\_, Kansas, that certain model code known as the "Code of Procedure for Kansas Cities," First Edition (2004), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas [save and except for such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed].

SECTION 2: OFFICIAL COPIES. At least three copies of the "Code of Procedure for Kansas Cities" shall be marked or stamped *OFFICIAL COPY AS INCORPORATED BY ORDINANCE NO. \_\_\_\_\_*, [with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change] and to which shall be attached a copy of this ordinance. All official copies shall be filed with the city clerk to be open to inspection by the public during all reasonable business hours. Official copies of the "Code of Procedure for Kansas Cities" shall be furnished to all persons or departments charged with the enforcement of the code or to whom the Code is applicable and to such others as may be deemed necessary. All such copies shall be furnished at the cost of the city.

[SECTION \_\_: Section \_\_\_\_ (or subsection \_\_\_\_ of Section \_\_\_\_) of the "Code of Procedure for Kansas Cities" relating to \_\_\_\_\_ is hereby declared to be and is omitted and deleted.]

[SECTION \_\_: Section \_\_\_\_ of the "Code of Procedure for Kansas Cities" is hereby changed to read as follows: (Insert complete section as changed)].

[SECTION \_\_: REPEAL: Ordinance(s) (Code section(s)) numbered \_\_\_\_\_ and \_\_\_\_\_]

\_\_\_\_\_ are repealed.]

SECTION \_\_: EFFECTIVE DATE: This ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of \_\_\_\_\_, Kansas.

Passed by the Council [Commission] this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved [Signed] by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

**Note:** If no omissions or changes are made or no sections added or there are no ordinances or existing code sections being repealed, the words appearing in [brackets] should be omitted. Other optional language also appears in [brackets] and should be used, omitted or modified as needed. Always confer with your city attorney before taking any such action.



**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Monday, June 19, 2006  
7:30 p.m.**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC PARTICIPATION**

**V. CONSENT AGENDA**

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

**By Staff:**

1. Approve Regular Council Meeting Minutes – June 5, 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 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 <sup>th</sup> of July Service \$125.00

**By Committee:**

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.

**VI. COMMITTEE REPORTS**

**Council Committee of the Whole – Al Herrera**

COU-2006-13 Consider adopting a Council policy establishing a neighborhood traffic calming policy.

**Park and Recreation Committee – Diana Ewy Sharp**

Consider 2007 Park and Recreation Budget

**Consultant Interview Report – Ruth Hopkins**

Consider construction administration consultant

**Environment/Recycle Committee – Wayne Vennard**

**VII. OLD BUSINESS**

**VIII. NEW BUSINESS**

**IX. ANNOUNCEMENTS**

**X. ADJOURNMENT**

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

If you are unable to attend this meeting, comments may be received by e-mail at [cityclerk@PVKANSAS.COM](mailto:cityclerk@PVKANSAS.COM)

# **CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**Monday, June 19, 2006**

**COUNCIL  
CITY OF PRAIRIE VILLAGE  
June 5, 2006  
-Minutes-**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 5, 2006 at 7:30 p.m. in the Council Chambers of the Municipal Building. Mayor Ron Shaffer called the meeting to order and led those present in the pledge of allegiance.

**ROLL CALL**

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, Wayne Vennard, Diana Ewy Sharp and David Belz.

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

**PUBLIC PARTICIPATION**

Donna Knoell, 6611 Reeds Drive, addressed the City Council with what she felt were serious problems in the management of the City's Code Enforcement Program resulting in a lack of fairness and an injustice. Mrs. Knoell stated she supports the enforcement of property codes, but feels this is being carried out unjustly and with a lack of fairness and consistency.

Mrs. Knoell stated she was not present to repeat her recent appearance in Municipal Court, where she was found guilty of code violations, but to address concerns with the procedures followed, inequities she experienced; as well as the lack of knowledge and professionalism she felt was demonstrated by the City's Code Enforcement Officer. Mrs. Knoell reviewed the history leading up to and at her trial in Municipal Court.

James Royer, 6611 Reeds Drive, addressed the Council with four recommendations for improvement.

- The Code Enforcement Officer is given training on Plants, possibly through the Master Gardener Program so she can correctly identify plant types.
- The City's code is reviewed to provide more direction on the maintenance of plants.
- Improvement in communication between the residents and the City as well as within the department.
- The collection of better documentation on the measurement and height of weeds being cited for being over 8 inches.

Mrs. Knoell questioned the reason for the initial visit by the Code Enforcement Officer to their property and stated that what she felt were significant violations in her neighbor's front yard were not addressed by Ms Gradinger along with those identified in her backyard. She expressed frustration with the lack of effort made by the Code Enforcement Officer to resolve the problems at her property.

Mayor Shaffer said he appreciated the comments from Mrs. Knoell and requested that Doug Luther prepare a full report on the situation addressing the concerns raised by Mrs. Knoell. Mr. Luther stated since this is a court case, he would need to check with the court on the release of information, but stated he would get back to the City Council with the requested information.

### CONSENT AGENDA

David Voysey requested the removal of item #10 for discussion. David Belz moved the approval of the Consent Agenda for Monday, June 5, 2006 with the exception of #10:

1. Approve Regular Council Meeting Minutes - May 15, 2006
2. Claims Ordinance 2627
3. Approve Resolution 2006-04 canceling the Council meeting for July 3<sup>rd</sup>, 2006.
4. Approve Engineering Change Order #3 for Project 190708: Tomahawk Road from Roe to Nall adding 90 days to the contract
5. Approve contracts listed below for Village Fest 2006

A-Z Exotic Mobile Petting Zoo (Petting Zoo and pony rides)	\$1,680
Beaks and Wings (Exotic Birds)	N/C
Ultimate Fun Foods - shaved ice	Paid vendor fee
McCrae marionette show	\$ 750
Hiccup Productions - Jim Cosgrove and Dino	\$1,700
Hy-Vee food vendor	
Orin Entertainment - Ida McBeth	\$4,000
K. C. Royals Slugger - two hour performance	\$ 600
Linda McGuckin - face painter	\$ 170
Marching Cobras	\$ 675

6. Approve the license agreement and the customer support agreement with UTSI for financial software at a cost of \$255.
7. Approve a new fee schedule for towing of vehicles as follows:
  - Hookup - \$55.00
  - Mileage (per mile) \$2.50
  - Outside storage (24 hours) \$14.40
  - Inside storage (24 hours) \$16.00
  - Dolly Fee (Flat rate) \$43.00
  - Winching Fee (per hour) \$100.00
8. Approve replacing small chocolate and vanilla ice cream cups at the concession stand at the swimming pool with malt cups with a charge of \$1.00
9. Approve Ordinance 2121 rezoning the property located at 7920 State Line Road from office building district (C-0) to planned restricted business district (CP-1) and approve the preliminary Development plan with the conditions stipulated by the planning commission
10. Adopt Ordinance 2122 revising Prairie Village Municipal Code Section 19.48.015 L. entitled "Informational Signs" and section 19.02 entitled "Definitions"
11. Approve Ordinance 2123 prohibiting the use of skateboard or like transportation devices in the municipal complex

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

Mr. Voysey asked for clarification on the ACLU's participation in the drafting of the 1998 sign regulations. City Attorney Charles Wetzler responded representatives of the ACLU participation involved attendance at some of the meetings at which the regulations were discussed and input into the discussions. Mr. Voysey noted all of the cases referenced by the ACLU were pre 1998 and he

would have thought those issues would have been addressed in the 1998 revisions.

Mr. Wetzler responded the City Council did not make all of the changes requested by the ACLU in its 1998 revision. He was directed to look at the city's regulations in January, 2006 after a sign was cited for violation in the city's municipal court. The ACLU attorney requested the City to change the regulations within 30 days or a lawsuit would be filed. He advised the attorney for the ACLU that City government does not work that quickly and that the regulations were being reviewed. The City Planning Commission spent several months reviewing regulations from other cities and discussion of recommended changes prepared by him and Ron Williamson. The ACLU was invited to attend those meetings and they participated in the discussion. The primary problem with the city's regulations is that they only addressed signs relative to elections, not political thought. Mr. Wetzler noted the regulations adopted in 1998 have not been challenged until now. He stated this is happening in all cities, noting the sign regulations for the City of Leawood have gone from allowing no signs to one of the most liberal regulations in the area.

Bill Griffith moved the City Council adopt Ordinance 2122 revising Prairie Village Municipal Code Section 19.48.015 L. entitled 'Informational Signs" and Section 19.02 entitled "Definitions". The motion was seconded by Diana Ewy Sharp.

A roll call vote was taken with the following votes cast: "aye" Herrera, Griffith, Hopkins, Kelly, Wang, Wassmer, Daniels, Clark, Vennard, Ewy Sharp

and Belz; voting “nay” Voysey. Mayor Shaffer declared the motion passed with a vote of 11 to 1.

## **COMMITTEE REPORTS**

### **VillageFest**

Diana Ewy Sharp reviewed the highlights of the 2006 VillageFest celebration noting that Ida McBeth will be headlining the celebration which will also include “Americana” a 40 piece orchestra which will be presenting an hour concert of patriotic music. Mrs. Sharp advised the Council “VillageFest” shirts were available for purchase by the Council and thanked the City Council for their support for this expanded 10<sup>th</sup> Anniversary celebration.

### **Prairie Village Arts Council**

David Belz reported the Leawood Sculpture was presented to the Prairie Village Arts Council at their last meeting by the representative of the Leawood Arts Council. The artist was unable to attend the meeting. The Arts Council was concerned that the majority of the sculpture is on the Leawood side of the island with Prairie Village residents looking at a huge blank wall and some bushes. They were also concerned with the “L” shape of the design, feeling it was designed for skateboards and the use of copper, which was felt would be a potential high theft item. If the Council chooses to approve the sculpture placement, the Arts Council would like to see the design changed and be involved in the project with the Leawood Arts Council.

Laura Wassmer stated she appreciated the Arts Council comments. She noted the City has two other smaller islands in this location that she would like to be considered for specific development/use by the City.

Wayne Vennard confirmed there has been no discussion between the two Arts Councils.



David Belz said he felt any official action should be delayed until after the completion of the "Village Vision". Mayor Shaffer noted the development of this island will not be specifically addressed in the report and there is not any money for island development or statute in the City's budget.

Ruth Hopkins stated from the presentation given to the Council, it did not appear they would be willing to change the design.

Andrew Wang said he would like the City of Leawood to formally request the use of this land from the City. The earlier presentation appeared to him as a request for approval of the project. Several Council members agreed.

City Attorney Charles Wetzler stated approximately 15 months ago the City Attorney for Leawood called him asking if he felt the City would give the island to Leawood. He advised the Mayor and City Administrator of the request and subsequently advised Leawood the City Council would probably not agree to give away the island. They came back with a suggested 99-year lease of the land and the proposed design for the island. He stated he did not know what the proper protocol should be, but their Mayor told their City Attorney to contact him as City Attorney for Prairie Village.

Mrs. Vernon noted this has been in process for at least two years and noted the City of Prairie Village first became aware of this in April, 2005, it when pictures of the proposed design were published in the newspaper.

Laura Wassmer said she did not see the need to go forward if the City would not approve of the lease and felt that issue needed to be addressed first.

Mrs. Ewy Sharp said unless both Arts Councils come together she doesn't see any point in pursuing the issue.

Andrew Wang asked why the City was addressing this issue if it is not ready to take action and sees no reason to move forward at this time.

Pat Daniels stated he hoped the city would not take an adversarial role and that this can be worked out for the benefit of both cities.

**OLD BUSINESS**

Diana Ewy Sharp stressed to all Council members, particularly the newly elected members, the importance of the City Council following its policies. She does not want the experiences surrounding the Canterbury Sidewalk to ever be repeated in the City. It is the responsibility of the Council to set and to follow established city policies.

**NEW BUSINESS**

Charles Clark commended Chief Grover and the City's Police Department for their high rating in the recent survey conducted by the Kansas City Star on the efficiency of area government programs. Chief Grover noted after the positive response to their recent rating of the livability of area cities the STAR decided to do further studies on the efficiency of area cities. He feels the ratings published in today's paper on public safety programs would be followed up by ratings on other city programs and services. Although his staff was not overly excited about the rating, they were pleased with the positive local recognition of their program.

**ANNOUNCEMENTS**

**Committee meetings scheduled for the next two weeks include:**

Sister City	6/12/2006	7:00 p.m.
Park & Recreation Committee	6/14/2006	7:00 p.m.
Council Committee of the Whole	6/19/2006	6:00 p.m.
City Council	6/19/2006	7:30 p.m.

=====

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. **The opening reception will be held on Friday, June 9<sup>th</sup> from 6:30 p.m. to 7:30 p.m.**

June 27, 2006: Golf Challenge between Fairway, Mission and Prairie Village . We need one more Council member for the team.

The Council meeting for July 3<sup>rd</sup>, 2006 has been canceled.

Prairie Village Gift Cards are on sale at the Municipal Building. This is a great way to encourage others to "Shop Prairie Village."

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

### ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 8:30 p.m.

Joyce Hagen Mundy  
City Clerk

# **CONSENT AGENDA**

## **CONSIDER DISPOSAL OF PUBLIC SAFETY DISPATCH RECORDERS, PRINTERS, AND SERVERS.**

### **Background:**

The Police Department Communications Center has logging recorders which record telephone and radio transmissions. As technology improves, the format of recordings has migrated into a digital format. As a result of changing to the newer format, the Department has logging recorders which are no longer in use.

In 2005, KCMO PD's ALERT system switched to an IP based system of data transmissions. The continuous feed printer is no longer functional with the new system, and was replaced.

The Department's old servers are no longer in use, due to required upgrades or storage space. These servers will have the data storage removed or erased prior to disposal.

The Department also has an HP printer which is no longer working. It is 11 years old, and was recently replaced.

The Department wishes to dispose of the aforementioned assets in the manner deemed most appropriate by the Department.

### **Recommendation:**

**STAFF RECOMMENDS THE CITY COUNCIL APPROVE DISPOSAL OF THE ATTACHED LISTING OF CITY PROPERTY.**

# POLICE DEPARTMENT

## Assets for Disposal

<u>TYPE</u>	<u>ASSET NUMBER</u>
Dictaphone	01823
Dictaphone	01895
Dictaphone	01824
Compaq Server	01014
IBM AS/400	01925
HP 4P Printer	01897
IBM 4230 Printer	01202

# CONSENT AGENDA

## REGIONAL COMMUNICATIONS SYSTEM MEMORANDUM OF UNDERSTANDING WITH M.A.R.C.

### **Issue:**

Should the City of Prairie Village approve a Memorandum of Understanding (MOU) with M.A.R.C. concerning the sharing of radio systems in the Kansas City metro area during large-scale emergency events?

### **Background:**

The attack on the World Trade Center on 9/11 brought to light many troublesome issues regarding large emergency responses to widespread critical incidents in an urban area. One of the major lessons is that radio equipment used by a multitude of emergency response agencies was never created to "talk to each other." The Department of Home Land Security has made it one of their top priorities to correct this deficiency and provide major metropolitan areas radio systems that are interoperable.

MARC has undertaken this project through the work of their Public Safety Communications Board. The plan document and the MOU "...establishes a Tactical Interoperable Communications Plan (TICP) for the Kansa City Urban Area. The TICP is intended to document what interoperable communications resources are available within the urban area, who controls each resource, and what rules of use or operational procedures exist for the activation and deactivation of each resource."

The Police Department and the City Attorney have reviewed the MOU and approve of its passage.

### **Recommendation:**

STAFF RECOMMENDS THE PRAIRIE VILLAGE CITY COUNCIL APPROVE OF THE MOU WITH M.A.R.C. ON THE ESTABLISHMENT OF THE REGIONAL COMMUNICATIONS SYSTEM AND TACTICAL INTEROPERABLE COMMUNICATIONS PLAN.

600 Broadway, Suite 300  
Kansas City, Missouri 64105-1554

816/474-4240  
816/421-7758 FAX  
www.marc.org



May 15, 2006

MAY 15 2006

Chief Charles Grover  
Prarie Village Police Department  
7700 Mission Road  
Prairie Village, KS 66208

Dear Chief Grover:

Enclosed is a the Tactical Interoperability Communications Plan (TICP) and the Memorandum of Understanding which were approved at the Public Safety Communications Board meeting on April 25, 2006. The TICP is intended to document the interoperable communications resources available within the urban area, which agency controls each resource and the rules of use or operational procedures for activation and deactivation of each resource.

The elected governing body of each public safety agency in the MARC region is asked to execute the enclosed Memorandum of Understanding, which incorporates the TICP. By signing the MOU, agencies are permitting other public safety agencies that also sign the agreement to share assets identified in the TICP. The MOU will allow for limited frequency sharing providing interoperable communications between public safety agencies to support mutual aid activities. The information included in the TICP is sensitive unclassified information for official use only. Please consider the sensitivity of the information when distributing the regional TICP.

Please return both of the executed MOUs in the envelope provided. One original MOU will be returned after it has been signed on behalf of the Public Safety Communications Board. If you have any questions or need further assistance, please contact Karey Greenup at 816-701-8360 or [kgreenup@marc.org](mailto:kgreenup@marc.org).

Sincerely,

A handwritten signature in cursive script that reads "Gregory Ballentine".

Gregory Ballentine  
Director of Public Safety

Chair  
Ronald L. Shaffer  
Mayor  
Prairie Village, Kan.

1st Vice Chair  
Gary Mallory  
Presiding Commissioner  
Cass County, Mo.

2nd Vice Chair  
Tom Cooley  
Commissioner  
Unified Government  
of Wyandotte County/  
Kansas City, Kan.

Treasurer  
Carol McCaslin  
Presiding Commissioner  
Clay County, Mo.

Secretary  
Jim Schultz  
Councilmember  
Independence, Mo.

Executive Director  
David A. Warm

## **Regional Communications System Memorandum of Understanding**

**THIS MEMORANDUM OF UNDERSTANDING** (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between \_\_\_\_\_ (the "Participant") and Mid-America Regional Council ("MARC") on behalf of the Public Safety Communications Board (the "Board"). Participant and all other participating agencies signing a separate Memorandum of Understanding will collectively be referred to as the "Members".

**WHEREAS**, the Board has established a Regional Communications System and Tactical Interoperable Communications Plan (the "Plan"); and

**WHEREAS**, the Members share similar concerns and objectives with regard to ensuring the provision of high quality voice and data public safety communications and agree that the lack of interoperable communications for emergency response has been an ongoing problem in the operational realm of the public safety agencies operating in the MARC region; and

**WHEREAS**, public safety responders have been limited in their ability to work effectively together at the point of service because their communications systems lack the ability to talk freely between disparate communications systems; and

**WHEREAS**, many local governments own and operate a public safety radio system for their respective public safety entities; and

**WHEREAS**, all Members desire to provide interoperable communications with each other's public safety response personnel; and

**WHEREAS**, all Members agree that the equipment and protocols that enable the sharing of resources and information will benefit the citizenry of each of the parties individually and all of the parties collectively

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Members shall be permitted to share assets identified in the Plan for the principal purpose of interoperable public safety communications in the manner and upon the terms set forth below:

- I. PURPOSE.** The purpose of this Agreement is to share resources and information pertaining to public safety coordination and response activities in all areas of Cass, Clay, Jackson, Platte and Ray Counties in Missouri and Johnson, Leavenworth and Wyandotte Counties in Kansas, in which the elected governing body of each such jurisdiction has or will have signed a similar Memorandum of Understanding.
- II. ESTABLISHMENT OF THE REGIONAL COMMUNICATIONS SYSTEM.** The parties hereby create the Regional Communications System (as defined in the 9-1-1 Interlocal Cooperation Agreement Operating Procedures, as revised) to be



governed by the Board. The Board shall establish bylaws governing its structure, meetings and communications among the Members.

- III. TACTICAL INTEROPERABILITY COMMUNICATIONS PLAN.** The Plan is hereby incorporated into this Agreement and Tactical Interoperability Communications may be modified by a 2/3 vote of the Board during any official meeting. Any such modifications to the Plan shall immediately become part of this Agreement upon approval by the Board, and copies of such modifications to the Plan shall be provided to the Members within thirty (30) days of approval by the Board.
- IV. FREQUENCY SHARING.** Participant hereby grants to the other Members a non-exclusive right to share in the use of its frequencies listed in Exhibit A. Shared use shall mean an authorization to program frequencies in mobile and portable radios installed in and operated by public safety agencies. Use of the frequencies shall be limited to providing interoperable communications between the Members to support mutual aid activities. All communications will be for official use only in accordance with the Plan.
- V. FREQUENCY CHANGE.** Participant shall provide the Board, MARC and the other Members with at least thirty (30) days prior written notice of any modifications to its frequencies listed in Exhibit A.
- VI. SYSTEM REPRESENTATION.** Participant agrees to appoint a representative to the Regional Interoperability Committee to provide input and assist with operational and administrative concerns.
- VII. EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon complete execution by the parties and shall remain effective through the month of December and year-to-year thereafter, until terminated in accordance with the terms herein. This Agreement shall terminate upon: (a) the mutual consent of the parties; (b) sixty (60) days' prior written notice by either party; or (c) the final expiration of all of the licenses held by Participant that are governed by the Federal Communications Commission. The termination of this Agreement shall not affect the rights and obligations of the remaining Members.
- VIII. LIMITATION OF LIABILITY.** Participant hereby acknowledges that MARC is administering the Plan for the purpose of providing a benefit to the Members. PARTICIPANT HEREBY AGREES THAT MARC AND ITS AFFILIATES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS OF ANY NATURE WHETHER SUCH CLAIMS ARE BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, STATUTE, ANY OTHER CAUSE OR COMBINATION OF CAUSES, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PLAN.
- IX. AMENDMENT.** This Agreement may be amended only upon the parties' mutual written consent signed by the parties.

X. **ASSIGNMENT.** This Agreement may not be assigned or transferred in any manner without the prior written consent of the other party.

XI. **NOTICES.** All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand to an officer of the other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed:

Notice to MARC:  
Mid-America Regional Council  
600 Broadway, Suite 300  
Kansas City, Missouri 64105-1554  
Attn: \_\_\_\_\_

Notice to Participant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such person or place as each party may designate, from time to time, by written notice sent as aforesaid.

XII. **HEADINGS.** The headings of the various paragraphs of this Agreement are for convenience only and shall be accorded no weight in the construction of this Agreement.

XIII. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits, and the Plan constitute the entire agreement between the parties, with respect to the rights established herein.

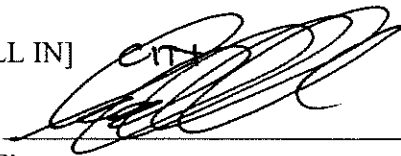
XIV. **SEVERABILITY.** If any part of this Agreement is determined to be invalid, the validity of this Agreement shall not be affected, and the parties agree that all remaining parts shall remain in full force and effect

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized to do so on this \_\_\_\_ day of \_\_\_\_\_, 2006.

Mid-America Regional Council

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

[FILL IN]

By:  \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Regional Communications System  
Memorandum of Understanding  
EXHIBIT A**

Agency: PRAIRIE VILLAGE P.D.

Contact: CAPT TIM SCHWARTZKOPF

Conventional Systems:

Channel Name- Primary Use	Tx Freq	Tx Tone/ Code	Rx Freq	Rx Tone/ Code	FCC Call Sign	Expiration Date

Trunked Systems:

System Name	Talkgroup Name
<u>EDACS</u>	<u>1826 SYSTEM COMMON</u>

Date Revised:

5/25/06

## **CONSIDER ENGINEERING SERVICES FOR PUBLIC WORKS TREE SURVEY**

### **Background:**

Public Works has been working with the Tree Board to complete a survey of trees on City owned properties. I have recently discovered that the property on which the Public Works facility is located was not inventoried. Because there are no easy reference points for establishing a tree location (along streets the tree is measured along the centerline and measured offset from the centerline), the trees not on streets were located using GPS.

The request is to have the trees location identified by GPS on the Public Works property. The final product will be a map and an Excel spreadsheet.

### **Financial Impact:**

The cost is \$2,300.00 and will be paid from Public Works Operating Budget.

### **Recommendation:**

Public Works recommends the City Council approve the engineering services from The Larkin Group, Inc., for a tree survey at a cost of \$2,300.00 using funds in the Public Works Operating Budget.

**AGREEMENT FOR ADDITIONAL  
CITY ENGINEER PROFESSIONAL CONSULTANT SERVICES**

**for**

**Public Works Site Tree Survey**

**THIS CONTRACT**, hereinafter called the “**Agreement**”, made at Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation with offices at 7700 Mission Road, Prairie Village, 66208, hereinafter called the “**CITY**” and **THE LARKIN GROUP, INC.**, with offices located at 9200 Ward Parkway Suite 400, Kansas City, KS 64114, hereinafter called the “**CONSULTANT**”.

**WITNESSED, THAT WHEREAS**, the **CITY** has determined that the **CITY** requires the use of a professional Surveyor, as commonly provided by peers in this profession.

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

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

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

**ARTICLE I**  
**PURPOSE**

The purpose of the scope of services is to undertake a tree survey of Prairie Village, Kansas Public works site at 3535 Somerset.

**ARTICLE II**  
**CONSULTANT'S RESPONSIBILITIES and**  
**SCOPE OF CONSULTANT SERVICES**

The **CONSULTANT** shall either perform or furnish to the **CITY** survey and related services in all phases of the Project to which this Agreement applies. The standard for all surveying and related services either performed or furnished by the **CONSULTANT** under this Agreement will be the care and skill ordinarily used by members of the **CONSULTANT'S** profession, practicing under similar current conditions and in the immediate area.

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

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

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

**Task 1 – Tree Survey of Public Works Site**

Surveyors will set control points to reference tree locations to the Johnson County, Kansas Datum (NAVD 83), State Plane coordinate system.

A survey will be conducted to collect the location and size of all significant trees around and in the Public Works site.

An Aerial drawing will be created depicting the tree locations and identifying them by coordinate locations.

A Spread sheet will be created identifying each tree location by coordinates and size, the spread sheet will have spaces for others to enter tree species

Deliverables will be:

- One draft copy for review and comment by the City of Prairie Village
- Five final copies for City use.
- A CD-ROM disc containing the survey drawing in AutoCAD 2006.

**ARTICLE III**  
**CITY'S RESPONSIBILITIES**

The CITY shall do the following in a timely manner:

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

**ARTICLE IV**  
**TIME SCHEDULE**

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

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

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

**Task 1 – Completed by July 15, 2006**

**ARTICLE V**  
**COMPENSATION**

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

**Task 1 – \$2,300.00**

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

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

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

## **ARTICLE VI** **GENERAL PROVISIONS**

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

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

**Reuse of Documents:** All documents including the plans and specifications provided or furnished by the **CONSULTANT** pursuant to this Agreement are instruments of service in respect of the Project. The **CONSULTANT** shall retain an ownership and property interest therein whether or not the Project is completed. The **CITY** may make and retain copies for the use by the **CITY** and others; however, such documents are not intended or suitable for reuse by the **CITY** or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the **CONSULTANT** for the specific purpose intended will be at the **CITY** sole risk and without liability to the **CONSULTANT**. The **CITY** shall indemnify and hold harmless the **CONSULTANT** from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

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



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

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

General Liability

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

Auto Liability Limit

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

Workers Compensation

Statutory Requirements

Employers' Liability

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

Professional Liability

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

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

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

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

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of the Agreement, to the extent caused by the error, omission, or act of the CONSULTANT or its employees, agent or representatives. The CONSULTANT further agrees to investigate, respond to any such claims even if such claim is groundless, false or fraudulent.

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

**Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. That in any such case, the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the **CITY** when and if this Agreement is terminated, but it is mutually agreed by the parties that the **CITY** will use them solely in connection with this Project, except with the written consent of the **CONSULTANT**.

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

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

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

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

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

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

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

**CITY:**

**CONSULTANT:**

City of Prairie Village, Kansas

Larkin Group Inc.

By: \_\_\_\_\_

Ronald L. Shaffer, Mayor

By:  \_\_\_\_\_

William J. Cunningham, P.E.

Address for giving notices:

Address for giving notices:

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

9200 Ward Parkway  
Suite 400  
Kansas City, Missouri 64114

Telephone: 913-385-4600

Telephone: 816-361-0440

ATTEST:

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

\_\_\_\_\_  
Charles E. Wetzler, City Attorney

THE LARKIN GROUP  
Billing Rate Schedule  
Rates for January 1, 2006

Professional Services	BILLING RATE RANGE		
PRINCIPAL	\$160	to	\$205
ASSOCIATE	\$95	to	\$150
ASSOCIATE ENGINEER	\$90	to	\$115
ENVIRONMENTAL SCIENTIST	\$70	to	\$105
INTERN ENGINEER/ENGINEER IN TRAINING (IE/EIT)	\$70	to	\$90
PROJECT REPRESENTATIVE	\$60	to	\$95
DESIGN TECHNICIAN	\$90	to	\$115
CAD TECHNICIAN	\$50	to	\$85
LAND SURVEYOR	\$85	to	\$110
SURVEY PARTY CHIEF	\$65	to	\$85
ROD-INSTRUMENT OPERATOR	\$50	to	\$65
PROJECT RELATED SUPPORT SERVICES	\$50	to	\$95

Salary adjustments normally occur at approximately the end of each calendar year.

Equipment Charges:

AUTOMOBILE MILEAGE	\$ 0.445/mile
COMPUTER TIME:	\$ 15/hour
SURVEY VEHICLE MILEAGE	\$ 0.60/mile
SURVEYING TOTAL STATION EQUIP	\$ 25/hour
GLOBAL POSITIONING SYSTEM	\$ 35/hour

REVISED @  
01/06/06

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
01/19/06

**PRODUCER**  
 Van Gilder Agency Co. (KS)  
 6700 Antioch, Suite 200  
 Terriam, KS 66214  
 787 13 671-7877

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE



**INSURED**  
 Larkin Group, Inc.  
 9200 Ward Parkway, Suite 400  
 Kansas City, MO 64114

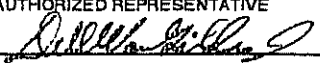
INSURER A: United States Fidelity & Guaranty  
 INSURER B: Hartford Accident & Indemnity  
 INSURER C: Liberty Insurance Underwriters  
 INSURER D:  
 INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form <input type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK01978449	01/01/06	01/01/07	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS-COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Auto <input type="checkbox"/> Phys Dmg	BA01978461	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	BK01978449	01/01/06	01/01/07	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	34WBGKE5016	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-FER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	AEE1960650106	01/21/06	01/21/07	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED: INSURER LETTER:</b>	<b>CANCELLATION</b>
City of Prairie Village 7700 Mission Road Prairie Village, KS 66208		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

## **CONSIDER PROJECT 190637: MEADOWLAKE PARK PLAYING FIELD REPAIRS**

### **Background:**

Over the years, Public Works has received complaints about the condition of the playing field. The complaints are mostly about the unevenness of the field. This field is used for baseball, football and soccer. In preparation for correcting the problems, a topographic survey is necessary prior to specifying the improvements. It is proposed that The Larkin Group, Inc., provide the services. An agreement for additional City Engineer services has been prepared.

### **Financial Impact:**

The fee is \$2,500.00 and funds are available in the Capital Infrastructure Program.

### **Recommendation:**

Public Works recommends the City Council approve the agreement with The Larkin Group, Inc. for \$2,500.00 to provide topographic survey for Project 190637.

**AGREEMENT FOR ADDITIONAL  
CITY ENGINEER PROFESSIONAL CONSULTANT SERVICES**

**for**

**Meadowlake Park Topographic Survey**

**THIS CONTRACT**, hereinafter called the “**Agreement**”, made at Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation with offices at 7700 Mission Road, Prairie Village, 66208, hereinafter called the “**CITY**” and **THE LARKIN GROUP, INC.**, with offices located at 9200 Ward Parkway Suite 400, Kansas City, KS 64114, hereinafter called the “**CONSULTANT**”.

**WITNESSED, THAT WHEREAS**, the **CITY** has determined that the **CITY** requires the use of a professional Surveyor, as commonly provided by peers in this profession.

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

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

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

**ARTICLE I**  
**PURPOSE**

The purpose of the scope of services is to undertake a topographic survey of the northern portion of Meadowlake Park.

**ARTICLE II**  
**CONSULTANT'S RESPONSIBILITIES and**  
**SCOPE OF CONSULTANT SERVICES**

The **CONSULTANT** shall either perform or furnish to the **CITY** survey and related services in all phases of the Project to which this Agreement applies. The standard for all surveying and related services either performed or furnished by the **CONSULTANT** under this Agreement will be the care and skill ordinarily used by members of the **CONSULTANT'S** profession, practicing under similar current conditions and in the immediate area.

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

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

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

**Task 1 – Topographic Survey of the Northern Portion of Meadowlake Park**

Surveyors will set control points to reference elevations to the Johnson County, Kansas Datum (NAVD 83), State Plane coordinate system.

A topographic survey will be conducted to collect data sufficient to develop one-foot interval contour maps of the surveyed area. Effort will be made to locate the local low and high spots of the surveyed area.

Line drawings will be created depicting the surveyed area.

Deliverables will be:

- One draft copy for review and comment by the City of Prairie Village
- Five final copies for City use.
- A CD-ROM disc containing the survey drawing in AutoCAD 2006.



**ARTICLE III**  
**CITY'S RESPONSIBILITIES**

The CITY shall do the following in a timely manner:

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

**ARTICLE IV**  
**TIME SCHEDULE**

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

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

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

**Task 1 -- Completed by June 15, 2006**

**ARTICLE V**  
**COMPENSATION**

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

**Task 1 -- \$2,500.00**

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

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

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

## **ARTICLE VI** **GENERAL PROVISIONS**

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

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

**Reuse of Documents:** All documents including the plans and specifications provided or furnished by the **CONSULTANT** pursuant to this Agreement are instruments of service in respect of the Project. The **CONSULTANT** shall retain an ownership and property interest therein whether or not the Project is completed. The **CITY** may make and retain copies for the use by the **CITY** and others; however, such documents are not intended or suitable for reuse by the **CITY** or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the **CONSULTANT** for the specific purpose intended will be at the **CITY** sole risk and without liability to the **CONSULTANT**. The **CITY** shall indemnify and hold harmless the **CONSULTANT** from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

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

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

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

**General Liability**

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

**Auto Liability Limit**

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

**Workers Compensation**

Statutory Requirements

**Employers' Liability**

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

**Professional Liability**

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

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

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

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

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

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

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

**Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. That in any such case, the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the **CITY** when and if this Agreement is terminated, but it is mutually agreed by the parties that the **CITY** will use them solely in connection with this Project, except with the written consent of the **CONSULTANT**.

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

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

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

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

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

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

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

**CITY:**

**CONSULTANT:**

City of Prairie Village, Kansas

Larkin Group Inc.

By: \_\_\_\_\_  
Ronald L. Shaffer, Mayor

By  \_\_\_\_\_  
William J. Cunningham, P.E.

Address for giving notices:

Address for giving notices:

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

9200 Ward Parkway  
Suite 400  
Kansas City, Missouri 64114

Telephone: 913-385-4600

Telephone: 816-361-0440

ATTEST:

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

\_\_\_\_\_  
Charles E. Wetzler, City Attorney

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
01/19/06

**PRODUCER**  
Van Gilder Agency Co. (KS)  
6700 Antioch, Suite 200  
Terriam, KS 66214  
13 671-7877

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION, ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

**INSURED**  
Larkin Group, Inc.  
9200 Ward Parkway, Suite 400  
Kansas City, MO 64114

INSURER A: United States Fidelity & Guaranty  
INSURER B: Hartford Accident & Indemnity  
INSURER C: Liberty Insurance Underwriters  
INSURER D:  
INSURER E:




## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form <input type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK01978449	01/01/06	01/01/07	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS-COMP/OP AGG \$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Auto <input type="checkbox"/> Phys Dmg	BA01978461	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	BK01978449	01/01/06	01/01/07	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	34WBGKE5016	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-LER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	<b>OTHER Professional Liability</b>	AEE1960650106	01/21/06	01/21/07	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER</b>	<b>CANCELLATION</b>
City of Prairie Village 7700 Mission Road Prairie Village, KS 66208		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

THE LARKIN GROUP  
Billing Rate Schedule  
Rates for January 1, 2006

Professional Services	BILLING RATE RANGE		
PRINCIPAL	\$160	to	\$205
ASSOCIATE	\$95	to	\$150
ASSOCIATE ENGINEER	\$90	to	\$115
ENVIRONMENTAL SCIENTIST	\$70	to	\$105
INTERN ENGINEER/ENGINEER IN TRAINING (IE/EIT)	\$70	to	\$90
PROJECT REPRESENTATIVE	\$60	to	\$95
DESIGN TECHNICIAN	\$90	to	\$115
CAD TECHNICIAN	\$50	to	\$85
LAND SURVEYOR	\$85	to	\$110
SURVEY PARTY CHIEF	\$65	to	\$85
ROD-INSTRUMENT OPERATOR	\$50	to	\$65
PROJECT RELATED SUPPORT SERVICES	\$50	to	\$95

Salary adjustments normally occur at approximately the end of each calendar year.

Equipment Charges:

AUTOMOBILE MILEAGE	\$ 0.445/mile
COMPUTER TIME:	\$ 15/hour
SURVEY VEHICLE MILEAGE	\$ 0.60/mile
SURVEYING TOTAL STATION EQUIP	\$ 25/hour
GLOBAL POSITIONING SYSTEM	\$ 35/hour

REVISED @  
01/06/06

**CONSIDER CONTRACTS FOR VILLAGEFEST 2006**

**The organizations listed below submitted signed contracts for participation in VillageFest 2006. These contracts were all approved as to form by the City Attorney.**

**These contracts will be added to the Consent Agenda for Council approval. They are available for viewing in the City Administrator's office or a copy will be sent upon request.**

<b>All Season Party &amp; Tent Rental</b>	<b>Frame Tent and Platform \$666.20</b>
<b>Gag Bag</b>	<b>Clowns and Magician \$1175.00</b>
<b>Joe Potter</b>	<b>Vocalist at 4<sup>th</sup> of July Service \$125.00</b>

**APPROVE CONTRACTS LISTED ABOVE FOR VILLAGEFEST 2006**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**



## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Gag Bag, LLC (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled Villagefest, for the general public which is to be held on July 4, 2006; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:
  
3. Hours of Operation: The Vendor shall provide services to the general public from 10:00a.m. through 2:00 pm. on July 4, 2006.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2006 from 9am to 3pm. Vendor's vehicle(s) must be removed from the Villagefest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of all equipment /facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of the Agreement. Any amendments to Exhibit A must be approved by the City in writing. prior to execution of this Agreement and Vendor shall attach said list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1,175.00 to be paid on or before July 4, 2006 unless the event is cancelled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels Villagefest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the Villagefest and at the conclusion of business and conclusion of the Villagefest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
  - a. The Vendor agrees to defend, indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
  - b. The Vendor is responsible for all items left on the Villagefest premises, including, but not limited to, those items left in and around Vendor's location during and after the hours of operation and at the conclusion of the Villagefest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
  - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said policies shall be provided to City on or before June 15, 2006.
9. Notification: Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. Staff:
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the Villagefest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of Villagefest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. Cancellation: The City shall retain the right to cancel this Agreement at any time without penalty.
12. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to Villagefest.
13. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

VENDOR

CITY OF PRAIRIE VILLAGE

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: REX NOLEN / THE GAG BAGS, LLC  
Printed Name: REX Nolen / THE GAG BAGS, LLC  
Title: Owner  
Date: 6/9/06

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 8<sup>th</sup> day of June, 2006, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Mr. Joe Fetter, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled Villagefest, for the general public which is to be held on July 4, 2006; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

NA

2. Type of Service Provided: the Vendor agrees to provide the following services:

Sing at the city's 4<sup>th</sup> of July service

3. Hours of Operation: The Vendor shall provide services to the general public from 9 a.m. through 10 a.m. on July 4, 2006.

4. Access to Facilities:

- a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4 from 8:30 to 10:15. Vendor's vehicle(s) must be removed from the Villagefest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
- b. Vendor shall furnish City a list of all equipment /facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of the Agreement. Any amendments to Exhibit A must be approved by the City in writing, prior to execution of this Agreement and Vendor shall attach said list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of 125<sup>00</sup> to be paid on or before July 4, 2006 unless the event is cancelled as provided in Section 6 of this Agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels Villagefest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the Villagefest and at the conclusion of business and conclusion of the Villagefest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
  - a. The Vendor agrees to defend, indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
  - b. The Vendor is responsible for all items left on the Villagefest premises, including, but not limited to, those items left in and around Vendor's location during and after the hours of operation and at the conclusion of the Villagefest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
  - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said policies shall be provided to City on or before \_\_\_\_\_.
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the Villagefest.
  - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
  - c. Vendor and its employees are independent contractors and are not employees, servants or agents of Villagefest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to Villagefest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

VENDOR

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Joseph C. Potter  
Printed Name: Joseph C. Potter  
Title: \_\_\_\_\_  
Date: 6-8-06



**ENTERTAINMENT/ VENDOR AGREEMENT**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Prairie Village, Kansas (hereinafter "the City") and All Season Party & Tent Rental, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2006; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:
  - 1.) 30X40 Frame Tent
  - 2.) Sidewall Solid 8' X 30' Panel
  - 3.) Platform 4'X8' X 12/24" - - 8'X16'X12/24"
  - 4.) Leg Extensions
  
3. Hours of Operation: The Vendor shall provide services to the general public from \_\_\_\_\_m. to \_\_\_\_\_m. on July 4, 2006. Set-up and breakdown time is exclusive to the hours of operation.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up and breakdown on ~~Sunday, July 2, 2006~~ from \_\_\_\_\_m. to \_\_\_\_\_m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of ~~\$66~~<sup>40</sup> to be paid on or before July 4, 2006 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
  - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
  - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said policies shall be provided to City on or before June 28, 2006.
9. Notification: Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. Staff:
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. Cancellation: The City shall retain the right to cancel this Agreement at any time without penalty.
12. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

**CITY OF PRAIRIE VILLAGE**

**VENDOR**

By \_\_\_\_\_  
(signed)

By Valerie Verhaalen  
(signed)

Ronald L. Shaffer

Valerie Verhaalen  
(typed name)

Mayor

Sales Assistant  
(typed title)

City of Prairie Village

All Seasons Party & Tent Rental  
(typed company name)

7700 Mission Road

12416 Grandview Road  
(typed address)

Prairie Village, Kansas, 66208

Grandview, Mo 64030  
(typed city, state, zip)

913-381-6464

816 7651444  
(typed telephone number)

\_\_\_\_\_  
(date of execution)

\_\_\_\_\_  
(date of execution)

ATTEST:

APPROVED BY:

\_\_\_\_\_  
City Clerk, Joyce Hagen-Mundy

\_\_\_\_\_  
City Attorney, Charles Wetzler

# All Seasons Party & Tent Rental - Conditions of Rental

A/S 50011 Delivery Date: 7-3-06  
Client: Prairie Village City Hall

**DEPOSIT and / or CANCELLATION:** A non-refundable deposit of 25 % is required upon confirmation of the order unless you are set up on credit. Order balance is due 7 days prior to the date of delivery or customer pick up. If there is a cancellation after confirmation of the order, then a 25% restocking fee will be charged. If equipment is canceled less than 48 hours prior to delivery, then there will be a 50% restocking fee. If canceled on site, then 85% of the order will be charged. No credit will be given for unused items once delivered.

**PREPARATION:** Customer agrees to have the site clean and clear of obstacles that prevent access or installation of the equipment. Customer agrees to an additional min. charge of \$30.00 per hour per man for any delay incurred, or additional labor performed by All Seasons, resulting from Customers negligence. Same applies on the return. All Deliveries & Pickups are to be made on ground level. Stairs or Elevator may result in extra charges. All Seasons employees are not permitted to move household furniture.

**SAFETY SURFACE CONDITIONS:** Customer agrees to inform All Seasons in writing of the existence of any underground pipes, cables, conduits, etc. that might interfere with the ability to stake or anchor equipment. In the absence of such notice, All Seasons assumes that no underground obstructions exist. All Seasons is not responsible for damage to underground obstructions. Missouri Residence call 1-800-DIG RITE and Kansas Residence call 1-800-DIG SAFE. All Seasons will not be liable for surface damage from our trucks if our drivers have to drive on the property to reach the event set up site. When a tent is erected on asphalt, All Seasons will plug holes ( if filling is purchased) but do not warrant asphalt will be restored to original condition.

**NECESSARY PERMITS & LICENSES:** Customer agrees prior to the installation of the equipment, to obtain, at the customers expense, all necessary permits, licenses and other consents.

**DELIVERY / PICK UP:** If a customer waives their right to be present when the equipment is delivered and/or picked up, then all shortages will be deemed correct and customer will be billed for loss. Rentals are for one day use, unless otherwise arranged: Items are normally delivered the day before and picked up the day after (excluding Sundays and Holidays). In the event rental property is returned, or is returned in a broken or otherwise damaged condition, customer will be charged for the replacement. No goods may be moved from the place of delivery without permission of All Seasons. Customer shall have all equipment available for pick up by All Seasons on the pick-up date listed under "Pick-up Date" on the delivery ticket. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pick-up. All equipment is to be knocked down and stacked for pickup. All china, glassware, flatware, and all food service equipment must be rinsed in hot water and repacked in the same containers as delivered. Linen should be refuse-free and air-dried to prevent staining and mildewing. All Seasons will not be required to install equipment outdoors anytime when rains, winds, etc. That make the work unsafe for All Seasons employees and/or the leased equipment. Additional charge will be assessed for damage do to non-compliance.

**SECURITY:** Customer is responsible for the security of equipment from installation through takedown. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.

**RESTRICTIONS:** Although the vinyl fabrics of our tents have been treated for water repellency, they cannot be guaranteed to be waterproof. NO cooking is permitted in or under the tents. The smoke & heat will permanently damage the tent. Should All Seasons be unable to furnish any of the listed tents, in the exact sizes, or any other rental equipment, All Seasons reserves the right to upgrade the equipment or find a substitute product. All Seasons will not be required to install tents in an area it regards as too muddy, dirty, unsafe, or unsuited for the installation, and All Seasons shall be the sole judge therefor. To procure necessary clearance during high winds, lessee shall not place anything within two feet of the top of the tent or within one foot of the sides. Do not attach fences, wires, boards, ect..., to the side of poles of the tents that would interface with adjusting and tightening of tents. Do not attach any electric wires, except to center and/or quarter poles of tents, and then only with tape or cord, and without using nails, screws, or bolts.

In the event the leased property is damaged to the extent it is unsafe, lessee shall immediately cause humans, livestock and property to be removed thereof in the interest of safety. In the event the leased property is blown down or damaged in any manner, the rent shall be due and payable regardless.

Lessee agrees not to sublet, sell, pledge, loan, or part with the possession of the leased property, or mortgage the same, and to suffer no claims or encumbrance or liens to be made thereon. Lessee agrees not to prevent the lessor, or his agents, at any time, to enter the leased premises of the lessee upon which the leased property is located, for the purpose of inspecting the leased property and manner of use. In the event of a breach by the Lessee of any of its agreements herein contained, or if during the term of this agreement, or any extension thereof, bankruptcy or insolvency proceedings are commenced by or against the Lessee, or if receivers are appointed to take possession of the business of the Lessee or if the Lessee discontinues business all unpaid amounts to the lessor of the lease agreement or any extension of it shall, be due immediately. All Seasons may enter the premises, forcibly if necessary, and take possession of and remove the leased property and thereby terminate all rights and interest of the lessee therein.

All Seasons reserves the right to use photographs of the contracted job for marketing and advertising purpose.

Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that All Seasons, has not made and does not make any representation, warranty, or guarantee, express or implied, with respect to the conditions, quality, durability or suitability of the property. All Seasons shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property. Customer shall not deliver possessions of the rental property to any individual(s) other than All Seasons employee's, and shall require reasonable identification from each individual(s) prior to surrendering possessions.

**LIABILITY - NO FAULT HARMLESS:** Customer is responsible for the loss or damage to Customer's property during this rental agreement. If weather is forecast which might damage the equipment or the tent(s), customer is advised to remove their property from beneath or surrounding the tent(s). Customer understands and agrees that All Seasons is not responsible for loss or damage to your property or the property of others in your control during the entire rental of the equipment. All Seasons shall not be liable and shall be held harmless in any manner for injuries or damage caused by persons or objects falling over or coming in contact with ropes, stakes, or other supports of the tents or other leased equipment. All Seasons shall not be responsible for conditions brought about by the Acts of God, disturbances of nature, boycotts, labor troubles, contingencies of transportation, civil commotion's or other conditions beyond its control. Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, directors, successors, and assign from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions cost and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition, operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of the lessee to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expense, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolutions therefor. In the event any such action is commenced naming lessor as a party, lessor may, in it's sole discretion, elect to defend said action on it's own behalf with counsel of it's choice, and lessee shall be liable for and reimburse lessor for all costs, expense, and attorney's fees incurred by lessor in such defense. The indemnities and assumption of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

Customer Name: \_\_\_\_\_ Address: \_\_\_\_\_ Order #: \_\_\_\_\_  
The above terms, conditions, specification and prices are accepted by: \_\_\_\_\_ Event Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please Sign and fax or mail back.

**COUNCIL COMMITTEE OF THE WHOLE**  
June 5, 2006

The Council Committee of the Whole met on Monday, June 5, 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, Wayne Vennard, and Diana Ewy Sharp. Staff members present: Barbara Vernon, City Administrator; Charles Grover, Chief of Police; Bob Pryzby, Director of Public Works; Charlie Wetzler, City Attorney, Doug Luther, Assistant City Administrator, and Captain Wes Jordan.

Al Herrera moved the approval of the committee consent agenda for June 5, 2006, including the following item which was approved unanimously:

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.

**COUNCIL ACTION REQUIRED**  
**CONSENT AGENDA**

**COU2006-13 Consider Neighborhood Traffic Calming Program**

Bob Pryzby reviewed with the Committee the proposed Neighborhood Traffic Calming Program developed by City staff and representatives from the Cherokee Drive neighborhood between 75<sup>th</sup> Street and Mission Road. A booklet describing the program and a toolbox of various traffic calming devices available was developed and given to Council members. The purpose of the program is to provide a neighborhood traffic calming program to address neighborhood groups and residents concerned about the effects of traffic in their neighborhood. Although residents in the Cherokee Drive neighborhood have been instrumental in developing the proposed program, it would be a city-wide program. Mr. Pryzby said the proposed program is based on programs in other cities, particularly Santa Fe, NM.

If approved, the Neighborhood Traffic Calming program would consist of a City Council Policy establishing a procedure by which residents could request traffic calming measures be taken to address neighborhood traffic concerns. The program would be neighborhood driven, rather than a solution being imposed on the neighborhood by the City.

Mr. Clark asked if the traffic calming measures described in the proposed program would address the traffic concerns on Cherokee Drive. Mr. Pryzby said the proposed program would apply city-wide, and more study, including traffic engineering studies, would be necessary to determine if any of the tools proposed in the program would be applicable to Cherokee Drive.

Mr. Daniels said the proposed program reflects a significant amount of work by both City staff and the neighbors. He said he is particularly impressed with the program's neighborhood participation requirements.

Mr. Daniels asked if the traffic calming measures identified in the program would be applicable to 75<sup>th</sup> Street. Mr. Pryzby said the proposed program would apply only to residential and collector streets. Arterial streets like 75<sup>th</sup> Street are not included in the program.

Mr. Vennard asked how long it would likely take to install traffic calming measures in a neighborhood under the proposed program. Mr. Pryzby said that each neighborhood traffic situation would be unique, but that it would likely take 6 to 8 months from the initiation of a neighborhood request to completion of a program, provided that funding is available.

Mr. Griffith expressed concerns with several provisions of the program. He noted many similarities with the City's sidewalk policy, which has led to neighborhood problems and disputes.

Mr. Pryzby said one of the primary differences between the proposed Neighborhood Traffic Calming Program and the City's current sidewalk policy is that the sidewalk policy is initiated by the City, whereas the traffic calming program would be initiated by a neighborhood group of residents.

Mr. Griffith expressed concerns that the program might unreasonably raise citizen expectations for a quick solution to traffic problems. He also expressed concerns with the potential cost of implementing some of the measures identified in the program.

Mr. Kelly inquired about the system used to rank projects in the program. Mr. Pryzby said the ranking system was developed to help Council members make more informed decisions when evaluating requests from multiple neighborhoods.

Mrs. Ewy Sharp expressed concerns that the City will receive many requests for traffic calming, and that the City may not have the funds to fulfill all requests. She said she would like to hear comments on the proposed program from the residents on Cherokee Drive.

Mr. Belz asked how implementation of traffic calming measures would be funded. Mr. Pryzby said several options are available. One would be to fund projects on a case by case basis. Another approach would be to budget a fixed amount each

year for the program. Over several years, it may be possible to develop a funding pool to address requests.

Chief Grover said it is important for the City Council to have a policy framework for reviewing traffic calming requests. The policy framework helps establish criteria in an organized way and will lead to better decision-making by elected officials.

Mrs. Hopkins expressed concerns that a program can be initiated with only 30% of the residents in a neighborhood. She suggested a majority of residents be required to initiate a program.

Mr. Pryzby said the 30% requirement is consistent with other traffic calming programs. He also noted that, as the development of a neighborhood traffic calming program progresses, a larger proportion of neighborhood approval for the program would be required.

Mr. Belz asked if there was any discussion of residents funding the traffic calming measures. Mr. Pryzby said this was not specifically discussed because the traffic calming measures would be installed in the public rights-of-way.. However, if a neighborhood group would want to remove previously installed traffic calming measures, the neighborhood would be responsible for these costs.

Cory White, 7308 Cherokee Drive said he supports the program, noting that it provides a way to address traffic concerns on Cherokee Drive, as well as other locations in the City.

Marcia Bjerkan said some type of structure is needed to help neighborhoods deal with traffic concerns. She said the proposed policy helps accomplish this goal. She added that the neighbors appreciate the effort City staff put into working with them to develop the proposed policy.

Keisha White said she supports the proposed program and that it will benefit both her neighborhood and the rest of the City.

Mr. Wang made the following motion, which was seconded by Mr. Herrera and passed unanimously.

**RECOMMEND THE CITY COUNCIL ADOPT A COUNCIL POLICY  
ESTABLISHING A NEIGHBORHOOD TRAFFIC CALMING POLICY  
COUNCIL ACTION REQUIRED**

**COU2006-43 Consider sidewalk petition**

Mr. Wetzler said that he was requested to review a petition submitted by Carole Plessner, 7938 Canterbury, to construct a sidewalk on the east side of Canterbury from 79<sup>th</sup> Street to Somerset Drive to determine the legal effect of the petition.



Mr. Wetzler said a petition is one method citizens may utilize to express their ideas, requests, or concerns to the City Council. The City Council, however, has the ultimate authority as to whether or not the petition will be granted. Regarding sidewalks, City policy clearly states that the City Council has the authority to determine whether or not sidewalks are constructed in the city and the locations of these sidewalks. The City Council has no legal obligation to act on a petition such as the one presented by Mrs. Plesser. However, council members should consider the issue or concern raised by the petition.

Mr. Herrera said it is the City Council's decision regarding whether or not to build a sidewalk on Canterbury. The Council needs to make the decision.

Mrs. Ewy Sharp asked if the signatures on the petition filed by Mrs. Plesser were verified. Mr. Wetzler said he did not verify the signatures.

Mrs. Ewy Sharp noted that the City had previously agreed to construct a sidewalk on the west side of Canterbury and inquired regarding the status of this project. Mr. Pryzby said the project is scheduled for design, but design work has not yet begun.

Mrs. Ewy Sharp said the City Council has generally approved resident requests for sidewalk construction, so the City Council needs to consider Mrs. Plesser's petition.

Arnold Katz, 7943 Canterbury, said the City Council has considered the issue of sidewalk construction on Canterbury many times. In 2004 the Council decided not to construct a sidewalk on the east side of the street by a 5-5 vote with the Mayor breaking the tie. He said he does not understand why this issue keeps coming before the City Council. He said the neighbors do not want a sidewalk on the East side of Canterbury.

Mr. Katz added that sidewalks throughout the city should be consistent, and this is not the case. Mr. Katz said that he opposes any sidewalk on Canterbury.

Ron Ketterman, 7951 Canterbury said that the sidewalk issue on Canterbury was settled before and should not be reconsidered. The current plan is for the construction of a sidewalk on the west side of Canterbury. The residents on the west side of Canterbury want a sidewalk on the street, so it should go on the west side of the street.

Julia Flynn, 7901 Canterbury, said she has lived on the street for one year, and that the sidewalk should be on the east side of the street. Given the topography of the street, the east side is the most logical location for the sidewalk.

Stan Plesser, 7938 Canterbury, said that when the decision was made not to build a sidewalk on the east side of the street in 2004, residents on the west side of Canterbury were not consulted or given an opportunity to express their

thoughts on the issue. He said the sidewalk should be on the east side of the street because this is the most cost-effective location.

Gene Pankratz, 726 Canterbury said he has lived on the street since 1965, and that a sidewalk is not needed on Canterbury. Existing sidewalks on 79<sup>th</sup> Street and on Somerset are enough for the neighborhood.

Mr. Belz confirmed that the most recent City Council decision was to authorize the construction of a sidewalk on the west side of Canterbury from 79<sup>th</sup> Street to Somerset.

Mr. Griffith said the City Council has already made a decision on this issue, and needs to move forward with building the sidewalk on the west side.

Mrs. Ewy Sharp suggested the Council postpone any further work on the project. She said this issue has caused conflict in the neighborhood, and the entire issue should be put on hold.

Ms. Wassmer said that she supports sidewalks throughout the City, and that the current City Council decision should be pursued to construct the sidewalk on the west side of the street. She also said she questions the current petition because she is concerned some residents might have felt pressured to sign the petition.

Mr. Vennard confirmed that the sidewalk is on city right-of-way, and that the City Council can authorize construction of a sidewalk on either side of the street.

Mr. Herrera said the City should follow its policy and prior decision and build the sidewalk on the west side of the street.

Carole Plessner, 7938 Canterbury said that no one was pressured to sign the petition requesting construction of a sidewalk on the east side of the street. She also said that the decision in 2004 to not construct a sidewalk on the east side of the street was illegal because the residents on the west side of the street were not consulted. She said that Council members need to view the street, and that they should not over-rule the will of the residents who want the sidewalk on the east side of the street, which is the most reasonable and safest location for the sidewalk.

**COU2006-16 Consider Project 190853: Mission Road School Zone**

Bob Pryzby reported the Municipal Court Judges have questioned whether there are an adequate number of school zone lights on Mission Road. The Police Department has issued traffic violation tickets for violating the speed within the marked zone. The issue appears to be that the length of the school zone from about 85<sup>th</sup> Street to just north of Johnny's and going from one school area to another school area. It is recommended that two new light units be installed - one at approximately the south property line of Corinth School and one at the north property line of Mission Valley. The proposed lights would be identical to the ones presently installed.

Mr. Pryzby has obtained quotes with Wildcat Concrete Services, Inc., who installed the present lights, providing the lowest quote at \$14,375. Funding for the lights can be taken from the Capital Infrastructure Program Streets Unallocated.

Mrs. Hopkins moved and Mr. Herrera seconded the following motion which passed with Mr. Wang voting nay.:

**RECOMMEND THE CITY COUNCIL APPROVE THE INSTALLATION  
OF TWO NEW SCHOOL ZONE LIGHTS BY WILDCATE CONCRETE,  
INC. FOR \$14,375 AND APPROVE A TRANSFER OF \$14,375.00  
FROM CAPITAL INFRASTRUCTURE PROGRAM STREET  
UNALLOCATED TO PROJECT: 190853  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2005-33 Consider City policy that establishes guidelines for placement of adult crossing guards**

Chief Grover returned to the committee with revisions to the proposed council policy establishing guidelines for the placement of adult school crossing guards at schools by the City. Based on the discussion at the May 15<sup>th</sup> meeting of the Council Committee of the Whole, two changes were made to the policy.

The first was to designate in the policy the Council's stated position that City responsibility for student crossing safety was to be at points directly adjacent to the building. The new language reads as follows:

"A. The responsibility for the safe passage of students to and from school is a shared responsibility between student's parents, the school district and the City of Prairie Village. It is the policy of the City that its responsibility in this endeavor be focused at the locations that include maximum student traffic.

These locations are streets directly adjoining a school building that is a major ingress and egress route for students.”

The second change addresses “grandfathering” at current locations and reads as follows:

“D. Locations with established Adult School Crossing Guards will remain, but may require periodic re-evaluation. The continued existence of an existing site will be determined by comparing the requirements of this policy, the expectations of parents and students using the route and specifically identified safety issues that may require City intervention.”

Mr. Wang said he is not comfortable with the proposed policy. He said it is not quantitative enough to provide enough decision-making guidance for the Council regarding the removal of existing school crossing locations.

Mrs. Hopkins moved and Mr. Herrera seconded the following motion which passed with Mr. Wang voting nay.

**RECOMMEND THE CITY COUNCIL ADOPT CITY COUNCIL  
POLICY CP345 ENTITLED “SCHOOL CROSSING GUARDS”  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

#### **COU2006-12 Consider revisions to the Prairie Village Municipal Code**

Chief Grover reported early in 2006, Captain Jordan began work on several sections of the Prairie Village Municipal Code that appeared to be in conflict with one another. Although most of the revisions involved the police department, many also impacted both codes and public works. The proposed code revisions have been reviewed by Doug Luther and Bob Pryzby and approved. The City Attorney has reviewed and approved the proposed revisions.

Captain Jordan reviewed the proposed changes, noting that they are being made to remove some inconsistencies within the existing code. The most significant changes deal with:

Disturbing the Peace - The current code establishes hours in which certain noises are permitted. However, they are inconsistent. The proposed ordinance change would allow the operation of construction equipment, stereos, etc from 7 am - 10 pm Monday - Thursday, 7 am to midnight on Friday and Saturday, and from 8 am to 10 pm on Sunday. He said this type of consistency will ease enforcement by officers and communication of ordinance requirements to residents.

A second change is being made to clarify that no vehicles other than licensed cars are permitted in the City parks.

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

**RECOMMEND THE CITY COUNCIL 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 & 14-219 AND ORDINANCE 2129 AMENDING SECTIONS 14-210, 14-223, 14-225 AND 14-304.  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

#### **COU2006-06 Consider 2007 Budget**

Mrs. Vernon reported that the proposed 2007 budget includes a deficit of approximately \$2 million. \$1 million of this amount reflects additional funding to the City's Capital Improvement program.

Mrs. Vernon said that budgeting is an art, not a science, and that budgeting both revenues and expenditures involves making estimates. Historically, when the City has budgeted a deficit, revenues have been more than expected and/or expenditures have been less than expected, resulting in a year-end result of either a positive affect on the City's overall fund balance or a smaller year-end deficit than initially projected.

Mrs. Vernon said the City budgets conservatively, and department managers vigorously monitor their budgets, which results in program expenditures below budget estimates.

Ms. Wassmer said that when she began serving on the Council she was very concerned with budget deficits. However, over the years she has gained confidence in the ability of the City to spend taxpayer money wisely and that the City's conservative budgeting practices are appropriate.

Mr. Vennard confirmed that, according to the current projection with the \$2 million deficit, the City would end 2007 with a fund balance of \$4 million.

Mrs. Vernon said that in considering future year budgets, Council members should realize that the City's expenditures are growing faster than current revenue sources. She suggested the Council consider investigating new revenue sources.

Mr. Griffith expressed concerns with the \$1.5 million budgeted for Village Vision implementation. He said this is too vague to be included in the 2007 budget.

Mrs. Vernon said that if it is not included in the budget, the \$1.5 million in revenue used to support these expenditures will also be removed, resulting in no net impact on the overall 2007 budget.

Mr. Griffith said he feels the Council should revisit the entire 2007 budget proposal at a budget work session. Committee members agreed to conduct a budget work session following the 5 June City Council meeting.

There being no further business, the meeting recessed at 7:30 pm.

The Council Committee of the Whole was reconvened to continue discussion of the proposed 2007 budget at 8:30 p.m.

Bill Griffith questioned the \$98,000 decrease in sales tax revenue. Mrs. Vernon responded the 2006 budget figures for sales tax were overestimated and receipts as of this month reflect sales tax as coming in slightly below the 2005 level. She expects sales tax revenue to be flat.

Diana Ewy Sharp asked what the procedure would be from this point. Mrs. Vernon stated she would review revenue figures again one more time the end of June and the formal budget document would be prepared. At the July meeting the Council would receive the budget information for publication of a public hearing and authorize a public hearing for the first meeting in August.

Bill Griffith questioned the \$85,000 increase in the proposed 2007 budget for Administration. Barbara Vernon responded that more than half of that amount is from the 5% increase in the solid waste program, which is fully reimbursed. Doug Luther noted the programs included in the administration program are personnel intensive with 75 - 80% of the budget personnel costs with \$38,800 of the increase for salaries and health insurance costs.

Bill Griffith asked if the additional infrastructure money was sufficient. Bob Pryzby responded with the additional \$1 million dollars all the streets with a conditional rating of 60 or less, which calls for reconstruction, would be addressed in the next five years. However, he pointed out less mill and overlay work would be done and other streets with a rating higher than 60 would probably fall to the reconstruction, the current backlog of street work will be reduced.

Bill Griffith confirmed the \$1 million increase will be included in budgets from this point forward. Barbara Vernon noted that past infrastructure grants are in danger of being cut which could require an even higher contribution.

Laura Wassmer confirmed the budgeted funds are simply keeping the City current, not moving forward. Mr. Pryzby responded the CARS grant funds are based on four factors including population and miles of street, which do not favor the City so less funding is likely for the City.

Bill Griffith noted the actual and budget numbers never jive, tending to be on the positive side when all is said and done. Mrs. Vernon cautioned the Council this is not a given. Mr. Griffith said he does not feel it is smart to pass a budget with caution and a \$2.5 million deficit.

Laura Wassmer noted the increases are not expenditures that can be controlled such as health insurance and noted if the Council were truly concerned it should be looking at ways to increase revenue.

David Voysey agreed with Mr. Griffith that if the City Administrator's numbers are correct it would be fiscally irresponsible to pass this budget.

Barbara Vernon reminded the Council they have the ability to request a ¼ cent sales tax, which most Johnson County cities charge. The tax must be adopted by a vote of the residents, have a beginning and ending date and be for a specific purpose. Based on comments she has heard from residents and business owners, she feels they would be supportive of the tax to maintain city infrastructure.

Wayne Vennard stated he can not overlook a \$6.5 million fund balance, representing 37% of budget with the city's directive being to maintain a 15 to 20% ratio. He noted by comparison Johnson County maintains an 8 - 12% fund balance and still receives a high bond rating.

Diana Ewy Sharp stated she could not support a property tax at this time.

Wayne Vennard moved the City Council approve the proposed 2007 budget for the City of Prairie Village as presented. The motion was seconded by Diana Ewy Sharp.

Mike Kelly asked how much revenue the ¼ cent sales tax were raise. Mrs. Vernon responded approximately \$500,000.

Ruth Hopkins stated she has a problem with spending down the fund balance for operational expenses. She feels it should be spent on special projects and that there will be items that come before the City that will merit the use of fund balance. She sees a danger in rolling it into covering operational expenses.

Mr. Vennard feels it is unnecessary to maintain the fund balance at its current level. Mr. Griffith disagreed.

Council President David Belz called for a vote on the motion with the motion passing by a vote of 9 to 3 with Griffith, Hopkins & Voysey voting "nay".

Mayor Shaffer noted that although the City has not increased its mill levy, it has for the past several years accepted the additional funds from increased valuations on city properties.

Council President David Belz adjourned the meeting at 8:50 p.m.

David Belz  
Council President





City Council Policy: Neighborhood Traffic Calming Program

Effective Date:

Amends:

Approved By:

---

**I. SCOPE**

- A. The purpose is to provide a neighborhood traffic calming program to address neighborhood groups and residents concerned about the effects of traffic in their neighborhood.

**II. PURPOSE**

- A. Neighborhood Traffic Calming Program (NTCP) is the development of an approach to calm and manage traffic and improve neighborhood safety and livability for neighborhoods experiencing traffic impacts due to changes over the years in the effects of traffic.

**III. RESPONSIBILITY:**

- A. The responsibility for this policy and practice/standard publications is:
1. Public Safety - Police Chief
  2. Public Works - Public Works Director

**IV. POLICY**

- A. A Traffic Calming Plan supports the city's efforts to develop traffic calming standards, and to discourage speeding and cut-through traffic through neighborhoods by installing appropriate traffic control and calming measures. There is recognition that traffic is negatively impacting both safety and quality-of-life in the neighborhoods. Residents are requesting that the city use traffic calming measures to slow speeding traffic and divert non-local traffic from neighborhood streets in order to make the neighborhoods more livable, quieter, and pedestrian-oriented.
- B. "City staff" participating in the NTCP will be members of the City Public Safety Department and the City Public Works Department.
- C. The "Neighborhood Traffic Calming Committee" (NTCC) will be a committee of property owners representing the neighborhood requesting traffic calming from the City.
- D. The NTCP provides tools that can deal with traffic that negatively impacts neighborhood livability. At the neighborhood's initiative, a NTCC is formed. The NTCC meets with the city staff to discuss the nature of the traffic concern in the proposed area and assesses the eligibility of the proposed project for

the NTCP. If the project is eligible, it is ranked with other eligible projects according to specific ranking criteria.

- E. For projects that are prioritized, residents and City staff then become involved in developing a neighborhood traffic calming plan that will address the traffic problems specific to the project street or area. The NTCP provides a framework for residents of a neighborhood to examine traffic patterns in their area and choose alternatives that can achieve community acceptance. The NTCP attempts to find a balance between the many uses and needs of the residential neighborhood and helping residents to feel safe and secure in their neighborhood.
- F. This program does not necessarily provide a simple solution for every neighborhood traffic concern. In some cases, the traffic concerns are complicated and may have developed over a long period of time.
- G. There are two types of projects in the NTCP:
  - 1. **Local Street Projects** deal with traffic problems on residential streets classified as "local" streets. These small-scale projects cover an area limited to the properties adjacent to the targeted street. The planning and cost involved in a Local Street Project is usually less than what is required for more complex projects. These projects can be funded through the recurring traffic calming budget of the City's Public Works Capital Infrastructure Program.
  - 2. **Complex Traffic Calming Projects** are projects dealing with traffic impacts on residential streets classified as "collector" streets. These projects may deal with one or more streets, or, as treatment of these streets may cause diversion of traffic, an entire neighborhood. They may include emergency response routes or priority snow removal roads, and may look at other issues such as access points, enhancement of pedestrian facilities, and installation of more extensive physical modifications than those used in a Local Street Project.
- H. In developing effective approaches to managing neighborhood traffic within the resources that are available, neighborhood involvement is a key component in all aspects of the NTCP.
  - 1. Anyone residing or owning property within a neighborhood is eligible to apply for a NTCP project for a local, or collector street(s) within that area.
  - 2. The first step is to schedule a pre-application meeting with a City staff member to discuss the area in question and the NTCP process. Staff provides a packet of NTCP program information, including application and including the initial petition process that the applicant must complete.
  - 3. The applicant circulates a petition in the identified project area to demonstrate that at least 30% of property-owners support initiation of a traffic calming project. The applicant must obtain the necessary signatures, complete the application materials, and return everything to the City staff member. Signature must be one of the property owner

currently on the County register of deeds. If multiple persons own the same property, only one signature will be accepted for that property.

4. The eligibility and ranking of the project is then studied by City staff. Traffic studies are done to determine if the street or project area meet the minimum eligibility requirements for inclusion in the NTCP. If a project is eligible, further studies are done to determine the priority ranking of the project in relation to other eligible projects that have been submitted to the NTCP. City staff notifies the applicant about the status of the proposed project. If the project is ranked as a priority it moves into the plan development phase, which is outlined in the Procedures section of this document.

## **I. PROGRAM GOAL, OBJECTIVES AND POLICIES**

1. **Program Goal:** The goal of the Traffic Calming Program (NTCP) is to establish procedures and techniques to promote community and neighborhood livability by mitigating the negative aspects of automobile traffic in the city's neighborhoods.
2. **Objectives:** The overall objectives for the NTCP are derived from existing city policy. They are:
  - a. To improve neighborhood livability by mitigating the impact of vehicular traffic on residential neighborhoods;
  - b. To promote safe and pleasant conditions for residents, motorists, bicyclists, and pedestrians on residential streets;
  - c. To manage vehicular traffic on neighborhood streets;
  - d. To reduce the average speed of traffic on residential streets;
  - e. To solicit citizen participation in all phases of the program and in all traffic calming activities; and
  - f. To provide a process that will address neighborhood traffic calming requests and makes efficient use of City resources by prioritizing projects.
3. **Policies:** The following policies are established as part of the NTCP:
  - a. Streets eligible for the City's Traffic Calming Program (NTCP) must be publicly dedicated and maintained streets located within the City.
  - b. Arterials as designated are not eligible for the NTCP. Roads classified as locals or collectors are eligible for the program.
  - c. Through traffic shall be routed to major roadways such as arterials.
  - d. Some traffic may be rerouted from one local residential street to another as a result of a NTCP project. Traffic rerouting can occur due to the implementation of such devices as diverters, or partial road closures. The amount of rerouted traffic that is acceptable will be defined on a project-by-project basis by the NTCP for that project and city staff. Generally, adjacent local streets should not receive an increase of more than 250 vehicles per day or an increase in traffic greater than 50%, whichever is less. If adjacent streets receive higher than acceptable levels of rerouted traffic, additional studies will be undertaken by staff in order to consider possible mitigation of those impacts.
  - e. To ensure that essential City services are not compromised, the following guidelines will be followed.

- Reasonable emergency vehicle access will be preserved, and the appropriate agencies will be asked to review proposed traffic calming plans and to comment in writing. The NTCP may invite a Fire Department staff member to explain the Department's criteria for access to the neighborhood. All NTCP projects must meet the approval of the Fire Department.
  - Traffic calming devices shall not block access to a fire hydrant as determined by the Fire Department.
  - On emergency response routes speed bumps shall not be used as a matter of public safety.
  - The City Staff and the NTCP shall work to find other devices or techniques that can achieve the desired level of traffic management.
  - If a roadway segment is narrowed by a traffic calming device, it must leave travel width adequate for Fire and Solid Waste vehicle access.
  - A diverter at an intersection must allow for a forty foot turning radius.
  - If a road is closed and the resulting dead-end segment is more than 150 feet long, the closure must include a Fire Department approved turn-around.
  - If a project includes a street that is part of an operating regular service school transit route, the use of traffic calming devices will be reviewed with the School District Transit Department prior to approval.
  - All streets selected for traffic calming need to be evaluated to determine drainage impacts. If a street is a major conduit of storm water and its slope is steep enough that a traffic calming device would deflect storm water out of the public right of way, device(s) will be selected to minimize or eliminate this problem.
  - Consideration shall also be given to streets designated on the City Priority Snow Removal Roads Map. These concerns will be reviewed with staff prior to approval.
  - The variety of traffic calming devices that shall be employed shall meet objectives in accordance with sound engineering practices. The City directs the installation of all traffic control devices in compliance with applicable laws and the Manual on Uniform Traffic Control Devices.
  - Speed humps shall not be used on any street with more than one travel lane in each direction.
  - Reasonable automobile access will be maintained. Pedestrian, bicycle, and transit access will be enhanced where possible and practical.
  - Parking removal shall be considered on a project by project basis. It shall be balanced with other needs.
- f. The program shall be implemented according to city codes and related policies within applicable resources. The procedures outlined in this document shall be used.

- g. A survey of the property-owners in the project area may be conducted by city staff after the evaluation period to determine if some aspect of the installation no longer meets the needs of a neighborhood. If 75% of the property owners surveyed agree that a device or devices no longer meet the needs of the neighborhood, staff will review the performance of these devices and will estimate the cost of mitigating, revising or removing these devices. If the City requests to remove the traffic calming device, the City will pay for the cost of removal. If the neighborhood requests the removal of the traffic calming device and the City agrees on the removal, the neighborhood will reimburse the City for the cost of removing the traffic calming device.
- h. If a project meets criteria to be considered for traffic calming and is ranked on the priority list, but is unfunded, a neighborhood association may elect to provide funds for the design and construction of such devices upon approval of the staff in accordance with city policies and these procedures.
- i. Special events are not eligible for the funding and installation of traffic calming devices via this program.
- j. After a project is implemented, if tests indicate hazards, which had not been foreseen, the installation may be revised or removed at any time at the discretion of the City staff. The City will not forward a survey in this situation, although notice will be provided to residents in the project area.

## V. APPLICATION PROCESS

- A. Anyone owning property within a neighborhood is eligible to apply for a NTCP project for a street within that area. This section describes the steps involved in the application process.
- B. The prospective applicant should call the City staff to set up an appointment. Staff and the applicant will review the street or area in question and discuss the NTCP process, including the initial petition process and application forms that the applicant must complete. Staff and the applicant will discuss the type, location and degree of the applicant's traffic concerns and discuss possible solutions. If a preliminary review indicates a potential hazard to the public exists or the issue is not related to speeding or cut-through traffic, staff may address the issue separately as it may not fall under the umbrella of the NTCP. However, if the situation could fall under the NTCP, the staff member will determine whether the potential project would be a Local Street Project or Complex Traffic Calming Project, and will identify the affected area for the project, which shall serve as the petition area. Staff will then provide the applicant with a packet of NTCP program information, including application and petition forms.
- C. It is the responsibility of the applicant to circulate a petition to demonstrate that at least 30% of property-owners in the identified petition area are in favor of initiating a traffic calming study. The petition signatures must be obtained within a three month period. Having this level of support is necessary for further study of neighborhood traffic calming in the area. The applicant is also

- responsible for notifying the contact persons of the homes association in their area that they are preparing an application for a NTCP project. The applicant must obtain the necessary petition signatures, complete the application materials, and return them to the City staff. If the material is incomplete or an insufficient number of signatures are submitted the materials will be returned to the applicant for revision. The date a complete package is submitted will be considered as the date of application for the program and the time when the project is carried to the next step.
- D.** City staff will evaluate the potential eligibility and ranking of the project according to the procedures outlined in this document. Preliminary traffic studies are done to determine if the street or project area meet the minimum eligibility requirements for inclusion in the NTCP. If a project is eligible, further studies are done to determine the priority ranking of the project in relation to other eligible projects that have been submitted to the NTCP.

**City Council Policy:** CP345 School Crossing Guards

**Effective Date:** March 6, 2006

**Amends:**

**Approved By:** Governing Body

---

**I. SCOPE:**

Governs the placement of new Adult School Crossing Guards at locations within the City of Prairie Village.

**II. PURPOSE:**

To provide pedestrian safety for students walking to and from school by establishing Adult School Crossing Guards at intersections that meet criteria contained in the policy.

**II. POLICY:**

- A. The responsibility for the safe passage of students to and from school is a shared responsibility between student's parents, the school district and the City of Prairie Village. It is the policy of the city that its responsibility in this endeavor be focused at the locations that includes maximum student traffic. These locations are streets directly adjoining a school building that is a major ingress and egress route for students.***
- B. The City of Prairie Village will utilize specific criteria to determine the need to place an Adult School Crossing Guard at a specific location to increase pedestrian safety for students walking to and from school.
- C. The Chief of Police will be responsible for reviewing requests for Adult School Crossing Guards and making a determination that a need exists by utilizing the established criteria.
- D. Locations with established Adult School Crossing Guards will remain, ***but*** and may require periodic re-evaluation. ***The continued existence of an existing site will be determined by comparing the requirements of this policy, the expectations of parents and students using the route and specifically identified safety issues that may require city intervention.***

- E. The City recognizes the parental responsibility of ensuring children walk to and from school in a safe environment ***and the City's obligation to aid this process. Thus, at*** locations that do not meet the City's criteria for an Adult School Crossing Guard, the City will offer training, equipment and supervision for parents or school sponsored organizations to provide such service.

**IV. PROCEDURES:**

- A. The City of Prairie Village will accept requests to establish Adult School Crossing Guards at specified locations that impact students walking to school.
1. The request will be submitted to the Chief of Police in writing listing the proposed location of the Adult Crossing Guard and the names of the parents whose children use the identified location.
  2. Requests will only be considered for intersections where elementary students cross or locations specific to elementary school pedestrian traffic.
  3. The minimum number of students present at the identified location during school crossing periods must be an average of 15 students per crossing period at a time established by the City that will be indicative of student pedestrians.
  4. Based on the traffic control device present or lack there of at the identified location, the City will commission the appropriate traffic engineering study. The attached flow chart will be used to address criteria in the decision making process.
  5. The city will consider alternatives to existing traffic control devices that can be implemented to increase gap times to allow for safe crossing.
- B. The Chief of Police in his/her discretion will approve or disapprove the written request for an Adult School Crossing Guard.



ORDINANCE NO. 2124

AN ORDINANCE AMENDING CHAPTER VIII OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "HEALTH AND WELFARE" ARTICLE 2 ENTITLED "JUNKED MOTOR VEHICLES ON PRIVATE PROPERTY" REPEALING THE FOLLOWING SECTIONS:

8-215 "PARKING AND STORAGE OF VEHICLES WHICH ARE NOT IN AN OPERATING CONDITION IN DISTRICTS ZONED R-1 THROUGH R-4 AND RP-1 THROUGH RP-4"

8-216 "PARKING AND STORAGE OF VEHICLES WHICH ARE NOT IN AN OPERATING CONDITION IN DISTRICTS ZONED C-0 THROUGH C-2 AND CP-0 THROUGH CP-2"

AND ADOPTING NEW SECTIONS OF LIKE NUMBER AND SUBJECT.

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

Section I

Chapter 8 of the Prairie Village Municipal Code entitled "Health and Welfare" is hereby amended by repealing Sections 8-215 and 8-216.

Section II

New Sections to Chapter 8 are hereby adopted to read as follows:

8-215. PARKING AND STORAGE OF VEHICLES WHICH ARE NOT IN AN OPERATING CONDITION IN DISTRICTS ZONED R-1 THROUGH R-4 AND RP-1 THROUGH RP-4. (a) It is unlawful for the owner or person in possession of any motor vehicle to park or place the vehicle upon a street, driveway, lot, plot, or tract within any district zoned R-1 through R-4 and RP-1 through RP-4 (except in an enclosed structure) while the vehicle is not in an operating condition. The provisions of this article shall not apply to owners who have temporarily placed their motor vehicles in a non-operating condition while working on the vehicles on their premises. In no event shall an owner or person in possession maintain a motor vehicle on his or her premises in a non-operating condition for a period in excess of 48 hours unless such vehicle is placed in an enclosed structure.

(b) Prior to issuing a citation, the code enforcement officer or a police officer of the city shall make a reasonable attempt to notify and inform the owner or person in possession of the vehicle of the ordinance violation. The notification shall state the date and time at which it is issued and shall notify the owner or person in possession of the vehicle that in the event the same is not placed in an operating condition, removed from the premises or placed in an enclosed structure within 48 hours of the issuance of the notice, a citation will be filed against the owner or person in possession in municipal court. In no event shall the temporary moving of such vehicle by the owner or person in temporary possession of the same operate as a defense to a citation alleging violation of this section.

8-216. PARKING AND STORAGE OF VEHICLES WHICH ARE NOT IN AN OPERATING CONDITION IN DISTRICTS ZONED C-0 THROUGH C-2 AND

CP-O THROUGH CP-2. (a) It is unlawful for the owner or person in possession of any motor vehicle to park or place the vehicle upon a street, driveway, lot, plot or tract within any district zoned C-O through C-2 and CP-O through CP-2 (except in an enclosed structure) while the vehicle is not in an operating condition. Provided however, that section 8-305 shall apply to filling stations (or gasoline service stations) operating as special uses or nonconforming uses.

(b) Prior to issuing a citation, the code enforcement officer or a police officer of the city shall make a reasonable attempt to notify and inform the owner or person in possession of the vehicle of the ordinance violation. The notification shall state the date and time at which it is issued and shall notify the owner or person in possession of the vehicle that in the event the same is not removed from the premises, or placed in an enclosed structure within 48 hours of the issuance of the notice, a citation will be filed against the owner or person in possession in municipal court. In no event shall the temporary moving of such vehicle by the owner or person in possession operate as a defense to a citation alleging violation of this section.

**Section III**

Except as amended by this ordinance, all of the remaining provisions of Chapter 8 shall remain in full force and effect.

**Section IV**

This ordinance shall take effect and be enforced from and after its passage, approval and publication as provided by law.

**PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2006.**

/s/ Ronald L. Shaffer

Ronald L. Shaffer, Mayor

**ATTEST:**

/s/ Joyce Hagen Mundy

Joyce Hagen Mundy, City Clerk

**APPROVED AS TO FORM:**

/s/ Charles E. Wetzler

Charles E. Wetzler, City Attorney

ORDINANCE NO. 2125

AN ORDINANCE AMENDING CHAPTER VIII OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "HEALTH AND WELFARE" ARTICLE 8 ENTITLED "NOISE AND VIBRATION CONTROL" BY REPEALING SECTION 8-802 ENTITLED "MUSICAL DEVICE PROHIBITIONS"; SECTION 8-803 ENTITLED "STEAM WHISTLE PROHIBITIONS" AND SECTION 8-804 ENTITLED "BUILDING USE DISTURBING PEACE PROHIBITED"

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

Section I

Chapter 8 of the Prairie Village Municipal Code entitled "Health and Welfare" is hereby amended by repealing Section 8-802 entitled "Musical Device Prohibitions"; Section 8-803 entitled "Steam Whistle Prohibitions" and Section 8-804 entitled "Building Use Disturbing Peace Prohibited".

Section II

Except as amended by this ordinance, all of the remaining provisions of Chapter 8 shall remain in full force and effect.

Section III

This ordinance shall take effect and be enforced from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2006.

/s/ Ronald L. Shaffer

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

/s/ Joyce Hagen Mundy

Joyce Hagen Mundy, City Clerk

/s/ Charles E. Wetzler

Charles E. Wetzler, City Attorney

ORDINANCE NO. 2126

AN ORDINANCE AMENDING CHAPTER XI OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "PUBLIC OFFENSES" ARTICLE 2 ENTITLED "LOCAL REGULATIONS" BY REPEALING SECTION 11-202 ENTITLED "SAME; PRIMA FACIE VIOLATION AND ADOPTING A NEW SECTION OF LIKE NUMBER AND SUBJECT.

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

Section I

Chapter 11 of the Prairie Village Municipal Code entitled "Public Offenses" is hereby amended by repealing Section 11-202 entitled "Same; Prima Facie Violation".

Section II

A new Section 11-202 is hereby adopted to read as follows:

- 11-202. SAME; PRIMA FACIE VIOLATION. It shall be prima facie evidence of a violation of this section for the operation of any tool, equipment, vehicle, electronic device, instrument, television, phonograph, machine or other noise or sound producing device at any time in such a manner as to be plainly audible at any adjacent property line, or for 50 or more feet in the case of a multiple-family dwelling, to start before or continue after the following hours
- Weekdays: 0700 a.m. until 10:00 p.m. (except Fridays, which will be until midnight.)
  - Weekends: 0800 a.m. until midnight (except Sundays, which will be until 10:00 p.m.)

Section III

Except as amended by this ordinance, all of the remaining provisions of Chapter 11 shall remain in full force and effect.

Section IV

This ordinance shall take effect and be enforced from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2006.

/s/ Ronald L. Shaffer

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

/s/ Joyce Hagen Mundy

Joyce Hagen Mundy, City Clerk

/s/ Charles E. Wetzler

Charles E. Wetzler, City Attorney

ORDINANCE NO. 2127

AN ORDINANCE AMENDING CHAPTER XII OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "PUBLIC PROPERTY" ARTICLE 1 ENTITLED "CITY PARKS" BY REPEALING SECTION 12-105 ENTITLED "VEHICLE REGULATIONS" AND ADOPTING A NEW SECTION OF LIKE NUMBER AND SUBJECT.

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

Section I

Chapter 12 of the Prairie Village Municipal Code entitled "Public Property" is hereby amended by repealing Section 12-105 entitled "Vehicle Regulations".

Section II

A new Section 12-105 is hereby adopted to read as follows:

12-105. VEHICLE REGULATIONS. The following regulations relating to the use of vehicles shall be applicable in the areas of the City designated as parks:

(a) Motor vehicles, including any vehicle licensed to operate on public streets, roads and highways shall be operated on paved areas in a safe and prudent manner at all times in park areas.

(b) Except as provided in subsection (d), it shall be unlawful for any person to park any motor vehicle in any area not designated for such purpose.

(c) Except as provided in subsection (d), it shall be unlawful for any person to operate any motor vehicle within any city park except upon roads, drives and parking areas established by the city.

(d) Subsections (b) and (c) above shall not apply to authorized city employees while engaged in the maintenance and care of the park.

(e) It shall be unlawful to operate any such vehicle in any park area at a speed in excess of 20 m.p.h

Section III

Except as amended by this ordinance, all of the remaining provisions of Chapter 11 shall remain in full force and effect.

Section IV

This ordinance shall take effect and be enforced from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2006.

/s/ Ronald L. Shaffer

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

/s/ Joyce Hagen Mundy

Joyce Hagen Mundy, City Clerk

/s/ Charles E. Wetzler

Charles E. Wetzler, City Attorney

ORDINANCE NO. 2128

AN ORDINANCE AMENDING CHAPTER XIV OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "TRAFFIC" BY REPEALING SECTION 14-203 ENTITLED "TRAFFIC SIGNS"; SECTION 14-216 ENTITLED "POLICE AUTHORIZED TO REMOVE VEHICLES"; SECTION 14-218 ENTITLED "PARKING EMERGENCY" AND SECTION 14-219 ENTITLED "DESIGNATION OF EMERGENCY ROUTES;"

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

Section I

Chapter XIV of the Prairie Village Municipal Code entitled "Traffic" is hereby amended by repealing Sections 14-203, 14-216, 14-218 and 14-219. 52.010, 2.52.080, 2.52.150 and 2.52.160.

Section II

Except as amended by this ordinance, all of the remaining provisions of Chapter XIV shall remain in full force and effect.

Section III

This ordinance shall take effect and be enforced from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF JUNE, 2006.

/s/ Ronald L. Shaffer  
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

/s/ Joyce Hagen Mundy  
Joyce Hagen Mundy, City Clerk

/s/ Charles E. Wetzler  
Charles E. Wetzler, City Attorney

## ORDINANCE NO. 2129

AN ORDINANCE AMENDING CHAPTER XIV OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "TRAFFIC" BY REPEALING SECTION 14-210 ENTITLED "TRUCK TRAFFIC; REGULATION", SECTION 14-223 ENTITLED "REGULATION OF THE USE OF PUBLIC STREETS BY INDIVIDUALS WHILE JOGGING AND RUNNING", SECTION 14-225 ENTITLED "CHEMICAL TEST" AND SECTION 14-304 ENTITLED "NOTICE TO OWNER OF TOWED VEHICLE" AND ADOPTING NEW SECTIONS OF LIKE NUMBER AND SUBJECT.

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

### Section I

Chapter XIV of the Prairie Village Municipal Code entitled "Traffic" is hereby amended by repealing Sections 14-210, 14-223, 14-225 and 14-304.

### Section II

New Sections to Chapter XIV are hereby adopted to read as follows:

- 14-210. TRUCK TRAFFIC; REGULATION. No truck as defined in section 14-211 of this article (except as is engaged in the repair or construction of streets within the city) shall be allowed to enter upon any of the streets of the city except the following named streets:
- (a) 75th Street;
  - (b) 95th Street;
  - (c) Nall Avenue;
  - (d) State Line, from 75th Street to 79th Street;
  - (e) Mission Road from Tomahawk to 95th Street;
- provided, that at the time of any alleged violation of these restrictions, there shall be posted upon the streets of the city, signs indicating streets which allow truck traffic. Trucks and other motor vehicles delivering or receiving goods or merchandise to or from any house or premises within the city shall be permitted to enter thereon while delivering the goods or merchandise, provided that the trucks and other motor vehicles travel as close to their destination point as is reasonably possible on the closest designated truck route, then from that truck route using the most direct route to the point of pick up or delivery and shall return to the nearest designated truck route after the delivery as is reasonably possible.
- 14-223. REGULATION OF THE USE OF PUBLIC STREETS BY INDIVIDUALS WHILE JOGGING AND RUNNING. For purposes of public safety and welfare, any person using the public streets of the city during the period from a half-hour after sunset to a half-hour before sunrise and at any other time when there is not sufficient light to render clearly discernible persons and vehicles on the highway at a distance of 500 feet ahead, shall be required to wear on his or her person some type of reflective apparel or materials of sufficient size and placement so as to be visible to vehicular traffic from a distance of 200 feet, in addition to comply with the provisions of the current Standard Traffic Ordinance for Kansas Cities then in effect, which apply to pedestrians, as incorporated by reference in section 14-201.
- 14-225. CHEMICAL TEST. Any person who operates a motor vehicle upon a public highway in this state shall be deemed to have given his or her consent to submit to a chemical test of his or her breath, blood, urine or saliva for the purpose of

determining the alcoholic content of his or her blood whenever he or she is arrested or otherwise taken into custody for any offense involving operating a motor vehicle under the influence of intoxicating liquor in violation of a state statute or a city ordinance and the arresting officer has reasonable grounds to believe that prior to his or her arrest the person was driving under the influence of intoxicating liquor. The test shall be administered at the direction of the arresting officer. If the person so arrested refuses a request to submit to the test, it shall not be given and the arresting officer shall mail to the vehicle department of the KDOR a sworn report of the refusal, stating that prior to the arrest he or she had reasonable grounds to believe that the person was driving under the influence of intoxicating liquor.

14-304. NOTICE TO OWNER OF TOWED VEHICLE.

(a) The police officer who has caused to have the approved commercial towing service remove the vehicle, will make a reasonable attempt to ensure that the owner or a responsible person of the towed vehicle or piece of equipment is notified of the tow and release procedures. The approved commercial towing service, at the time the towing service is provided, shall give written notice to the driver, if available, of the vehicle being towed, that a fee will be charged for storage of such vehicle. Failure by the approved commercial towing service to give such written notice shall invalidate any lien established for such storage fee.

(b) If a tow has been completed by an approved commercial towing service at the authorization of a police officer, and the registered owner has not recovered the vehicle after seven days, the assigned dispatcher will notify the owner and any lien holder known (by telephone or mail) of the whereabouts of the vehicle and the procedures for release. If the vehicle has not been released after 30 days, the assigned dispatcher will mail a certified notification to the owner and any lien holders known reiterating the release procedures. A copy of the letter will be kept with the case file.

(c) The commercial towing service who renders any recovery, transportation, protection, storage, or safekeeping of any vehicle at the request of the police officer, shall have a first and prior lien created on such vehicle. The commercial towing service in possession of the vehicle is required by K.S.A. § 8-1103 to send a notice to the owner of the vehicle, if known, within 15 days from the rendering of any towing service stating that the vehicle is being held subject to the satisfaction of the lien.

(d) If an investigative hold has been placed on the vehicle, the vehicle may only be released to the registered owner by one of the following authorities: the officer who placed the hold; the investigator who processed the vehicle; the outside agency that requested the hold; or a division commander of the police department.

If an investigative hold has not been removed by the police officer who caused the vehicle to be towed by an approved commercial towing service within seven days, the assigned dispatcher will contact the officer and inquire about the status of the hold. If the hold has not been released after 10 days, the assigned dispatcher will notify the officer's supervisor.

(e) If the owner of the towed motor vehicle, trailer, equipment, etc., does not claim such property and pay the removal and storage charges incurred by the commercial



towing service within 45 calendar days, the commercial towing service, before 60 days pass, shall request verification from the division of vehicles as to the last registered owner and any lien holders. Within 10 calendar days after receipt of such verification, the commercial towing service will notify the registered owner and lien holder, as applicable, by registered mail that the property towed is subject to public auction to the highest bidder within 15 days from the date of the mailing of the notice. The commercial towing service shall also use reasonable diligence in determining the title owner if the division of vehicles is unable to verify the owner or if the vehicle is from a non-title state, and shall inquire by mail of the office of the register of deeds of the county in which the title shows the owner resides, if registered in the state, as to whether there are any lien holders of record. Copies of any notices sent shall be filed with the Johnson County Clerk by the commercial towing service, along with an affidavit from the commercial towing service setting forth the claim and actual expenses of notice, publication and sale.

**Section III**

Except as amended by this ordinance, all of the remaining provisions of Chapter XIV shall remain in full force and effect.

**Section IV**

This ordinance shall take effect and be enforced from and after its passage, approval and publication as provided by law.

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF JUNE, 2006.**

/s/ Ronald L. Shaffer

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

/s/ Joyce Hagen Mundy

Joyce Hagen Mundy, City Clerk

/s/ Charles E. Wetzler

Charles E. Wetzler, City Attorney

**PARK AND RECREATION COMMITTEE**  
**June 14, 2006**  
**Prairie Village Swimming Pool**

*Excerpt from minutes of the meeting:*

**VI. Old Business**

**8. 2007 Capital infrastructure program**

Chairman 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 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 go over and approve it one last time before it was distributed 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, we missed it.

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:**

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

**COUNCIL ACTION REQUIRED**

## **CONSIDER CONSTRUCTION ADMINISTRATION CONSULTANT FEES**

### **Background:**

The consultant selection committee has selected Shafer Kline & Warren to provide construction administration services for Project 190717 2006 Drainage Repair Program and Project 190851 2006 Paving Program. The Committee received seven proposals and interviewed three consultants for the construction administration services.

Attached is the agreement for these services.

### **Financial Impact:**

Funds are available in the Capital Infrastructure Program for the construction administration services. The total fee for both projects is \$166,550.00.

### **Recommendation:**

Public Works staff recommends the City Council approve the agreement with Shafer Kline & Warren for \$166,550.00 for construction administration services for Projects 190717 and 190851.

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**FOR**

**CONSTRUCTION ADMINISTRATION SERVICES**

**PROJECTS:**

**190851 2006 STREET RESURFACING PROGRAM**  
**190717 2006 STORM DRAINAGE PROGRAM**

*THIS CONTRACT*, hereinafter, called the "Agreement", made at Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 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 Shafer, Kline & Warren, Inc., a Kansas corporation with offices at 11100 W. 91st Street, Overland Park, Kansas 66214, hereinafter called the "CONSULTANT".

*WITNESSETH, THAT WHEREAS*, the CITY has determined a need to retain a professional engineering firm to provide Civil Engineering services for construction administration for Projects: 2006 Storm Resurfacing Program and 2006 Storm Drainage Program, hereinafter called the "Project",

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

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

**ARTICLE I**  
**RESPONSIBILITIES OF THE CITY**

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

The CITY shall do the following in a timely manner:

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

**ARTICLE II**  
**RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT designates William M. (Mike) Asbury, Director, Construction, who shall direct the professional civil engineering and related construction inspection and administration services in all phases of the Project to which this Agreement applies as hereinafter provided. The CONSULTANT shall serve as the prime professional on this Project and shall work with of the Manager of Engineering Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

The duties and responsibilities of the RPR are as follows:

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

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

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

Resident Project Representative shall not:

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

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

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

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

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

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

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

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

Typical entries for general information -

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

6. Contractor and subcontractor on project, including personnel and equipment
7. Utilities working on project
8. Complete the report the same day
9. Label the report using the consecutive numbers
10. Note any written or verbal instructions given to the Contractor
11. Note any non-compliance issued for the job
12. Record any unsatisfactory or non-compliant work and corrective actions taken
13. Report all job incidents involving the public such as injuries, damages to property and equipment, safety conditions
14. Record the type, frequency, results and person providing testing
15. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
16. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
17. Traffic control implemented and whether or not it was satisfactory
18. Emergency services notified if road was closed
19. Record any important visitors to the project and their nature of business
20. Sign and date the report
21. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work –

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

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

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

Typical entries for paving work –

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

Typical entries for storm drains –

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

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

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

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

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

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

### ARTICLE III COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$166,550.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT'S current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT's in-house use is not a reimbursable expense)
- b. Project mileage.
- c. Delivery charges.
- d. Reimbursable expenses will not exceed \$3,000.00, unless modified by Change Order.

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

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

### ARTICLE IV GENERAL PROVISIONS

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

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

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

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

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

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

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

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

The limits of insurance shall be:

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

Comprehensive Automobile Liability

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

Property Damage	\$100,000 each occurrence
-----------------	---------------------------

Comprehensive General Liability

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



Property Damage	\$100,000 each occurrence
Professional Liability Insurance	\$2,000,000 per claim and per annual aggregate

**Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that in any such case, the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when and if this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them solely in connection with this Services, except with the written consent of the CONSULTANT.

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

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

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

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

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

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

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

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

**CITY:**

CITY OF PRAIRIE VILLAGE, KS

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

**CONSULTANT:**

SHAFER, KLINE & WARREN, INC.

By:  \_\_\_\_\_

Gerald C. Johnson, P.E.

\_\_\_\_\_  
Principal

Address for giving notices:

CITY of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

Address for giving notices:

Shafer, Kline & Warren, Inc.

11100 W. 91st Street

Overland Park, Kansas 66214

P 913-888-7800/F 913-888-7868

ATTEST:

\_\_\_\_\_  
Joyce Hagen Mundy, CITY Clerk

APPROVED BY:

\_\_\_\_\_  
Charles E. Wetzler, CITY Attorney

**EXHIBIT A**

**HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$155	Secretarial/Clerical	\$55
Associate	140	Engineering Technician V	100
Engineer V	130	Engineering Technician IV	90
Engineer IV	120	Engineering Technician III	80
Engineer III	110	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	45
Landscape Architect IV	110	Construction Observer IV	90
Landscape Architect III	100	Construction Observer III	80
Landscape Architect II	90	Construction Observer II	70
Landscape Architect I	80	Construction Observer I	60
Landscape Design	70	Registered Land Surveyor II	110
Planner IV	120	Registered Land Surveyor I	95
Planner III	110	Survey Crew	145
Planner II	95	Survey Rodperson	40
Planner I	80	Survey Technician V	100
GIS Consultant IV	110	Survey Technician IV	90
GIS Consultant III	95	Survey Technician III	80
GIS Consultant II	85	Survey Technician II	70
GIS Consultant I	70	Survey Technician I	60
Controls Technician II	80	GPS Survey Technician	90
Controls Technician I	60		
Photogrammetrist III	90		
Photogrammetrist II	80		
Photogrammetrist I	70		

**Note**

All reimbursable expenses incurred on a project will be charged at a rate of direct cost plus 5% to cover administrative overhead. Direct cost of passenger car mileage will be at the standard rate established by the Internal Revenue Service and in effect at the time the expense is incurred. Direct cost of survey vehicle mileage will be at the IRS standard passenger car rate, plus 20%. Plotting and reproduction will be charged at \$0.50 per square foot for all media except photographic glossy, which will be charged at \$1.00 per square foot. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup.

Effective January 1, 2006



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

09/06/2006

DATE (MM/DD/YY)  
06/14/2006

**PRODUCER**  
Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City Mo 64112-1906  
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
1058115 SHAFER, KLINE & WARREN, INC.  
11100 W. 91ST  
OVERLAND PARK KS 66214

INSURER A: VICTOR O. SCHINNERER (CNA)  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES** SHAKL01 PC

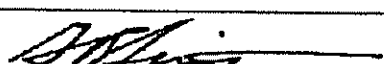
THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX FIRE DAMAGE (Any one fire) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PROP AGG \$ XXXXXXXX
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	NOT APPLICABLE			IWC STATU. TORY L LIMITS <input type="checkbox"/> OTH. ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>OTHER PROFESSIONAL LIABILITY</b>	AEA 27 615 57 88	09/06/2005	09/06/2006	\$2,000,000 PER CLAIM AND AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 PROJECT: 190717, 2006 STORM DRAINAGE PROGRAM.

**CERTIFICATE HOLDER**  
2596445  
CITY OF PRAIRIE VILLAGE, KANSAS  
7700 MISSION ROAD  
PRAIRIE VILLAGE KS 66208

**ADDITIONAL INSURED; INSURER LETTER:** \_\_\_\_\_ **CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE 

# ACORD CERTIFICATE OF LIABILITY INSURANCE

09/06/2006

DATE (MM/DD/YY)

06/14/2006

**PRODUCER**  
Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City Mo 64112-1906  
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
1058115 SHAFER, KLINE & WARREN, INC.  
11100 W. 91ST  
OVERLAND PARK KS 66214

INSURER A: VICTOR O. SCHINNERER (CNA)

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES** SHAKL01 PC

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX FIRE DAMAGE (Any one fire) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC AGG \$ XXXXXXXX
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	NOT APPLICABLE			WC STATUTORY LIMITS OTH-JER EL. EACH ACCIDENT \$ XXXXXXXX EL. DISEASE - EA EMPLOYEE \$ XXXXXXXX EL. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>OTHER PROFESSIONAL LIABILITY</b>	AEA 27 615 57 88	09/06/2005	09/06/2006	\$2,000,000 PER CLAIM AND AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
PROJECT: 190851, 2006 STREET RESURFACING PROGRAM.

**CERTIFICATE HOLDER**

2596443  
CITY OF PRAIRIE VILLAGE, KANSAS  
7700 MISSION ROAD  
PRAIRIE VILLAGE KS 66208

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## MAYOR'S ANNOUNCEMENTS

Monday, June 19, 2006

**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.
<b>Council Committee of the Whole</b>	<b>07/03/2006</b>	<b>Canceled</b>
<b>Council</b>	<b>07/03/2006</b>	<b>Canceled</b>
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 and Recreation at 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 3<sup>rd</sup>, 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 23<sup>rd</sup>, July 14<sup>th</sup> and August 11th from 8:30 p.m. to 10:00 p.m.

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

**July 4<sup>th</sup> VillageFest 2006** – Free swim for all Prairie Village residents – pool complex closes at 6:00 p.m.

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

## **INFORMATIONAL ITEMS**

**June 19, 2006**

1. VillageFest 2006 – 10<sup>th</sup> Anniversary, Minutes – May 25, 2006
2. Mark Your Calendar
3. Council Committee Agenda
4. Prairie Village Employee Noteworthy

# VillageFest 2006 – 10<sup>th</sup> Anniversary

May 25, 2006

## Minutes

### Call to Order

The meeting was called to order by Chairman Ann Lilak. Present: Chris Andrews, Capt Wes Jordan, John Capito, Mike Helms, Jim Hanson, Doug Sharp, Diana Ewy Sharp, Bob Pisciotta, Ann Bontrager, Joel Crown, Shawn Hickey, Ed Roberts , Tracy Hill, Amy Haulmark and Barbara Vernon.

### Minutes from April 27, 2006

Bob Pisciotta moved approval of the minutes of April 27, 2006 . Bob Pryzby seconded the motion which passed.

### Brief Updates

#### Budget/Corporate Sponsors

Ann said she has been in contact with an agent from Keller Williams who is interested in a \$750 - \$1000 sponsorship. She said additional sponsorships from Nations Title and Highwoods Properties have made more funds available and encouraged anyone who needs additional funding to contact her. Jim Hanson said the train show would need \$50. He was asked which of the “give aways” were most popular. He said anything patriotic was popular, flags, lapel pens, etc. Flower seed packets in patriotic colors were suggested. Other items suggested were tattoos, pinwheels, crayons in a patriotic box, and wrist bands.

Ann Bontrager suggested the committee approve blue star shaped “stress stars” which could be thrown from the air by the Mayor. They can be labeled with the City name and 10th anniversary logo. Five hundred of these would cost 99 cents each plus shipping costs. Those with a specific stamp can be redeemed for a prize. Prizes suggested included ten history books and ten gift \$10 gift certificates.

Committee members agreed to allocate \$800 for this event which will be scheduled at 1:00 p.m.

Ann said there will be 15 – 20 Mustangs on the grounds for the event. John Lilac will think about giving a \$10 gift card to participants.

### Entertainment/Ida McBeth

This act has been booked and the contract signed. Ida McBeth will perform from 1:30 p.m. until 2:30 p.m., closing the tenth annual Villagefest event.

### Contracts

Ann said most of the contracts are in, some have been approved by Council. She said Miller Marley decided not to participate this year because the time they were assigned is too early for them. They could fill in if someone cancels.

Pryzby said the information from Beaks and Wings did not include spacing requirements. Bob Pisciotta said he will call them to get the information and report back to Bob Pryzby.



### Schedule of events

Ann asked everyone to review the proposed schedule and let her know if there is a problem with the timing of any of the events.

1:00 p.m. Star drop

11:30 p.m. Helicopter landing

12:30 p.m. Car fire – Fire/Police Department demonstration

10:00 a.m. – 1:00 p.m. Bicycle Rodeo

10:00 a.m. – 2:00 p.m. Johnson County Mobile Command 1 Unit and Antique Fire Truck

### Project Coordinators/Sub-Committee Updates

Quilt Show – Ann Bontrager

Ann suggested the show be eliminated this year because of the timing of the event and lack of assistants to help her during the day. Committee members urged her to reconsider because this is a popular event. Joel Crown said he will find assistants for her. She asked if a book on quilting can be sold during the show. Members agreed this would be a good idea.

Skate Board Park

Kathy Peterson was not present to make a report.

Community Spirit Award – Diana Sharp

Diana requested approval for judges for the Spirit Award. She has asked Randy Kronblad, Arts Council Chair and Planning Commission member; Cindy Dwiggin, Sister City Committee member and another person. These judges were approved.

40 Piece Orchestra – Ann Lilak

The orchestra that will perform is called Americana.

Entertainment – Bob Pisciotta

Bob said he is working on clowns for the event. He reported that Sam Brewster has agreed to be the master of ceremonies again this year.

Family Activities/Inflatables – Bob Pisciotta

The inflatables have been arranged.

“Fly-by’s” – Ann Lilak & John Capito

John said the group he contacted is not keen on participating in the event. They reviewed the location and are concerned about the trees, they think people will not be able to see them.

Mascots – Barbara Vernon

Slugger, K.C. Wolf and Sizzle are planning to attend. Ann said the UMKC “Roo” has another engagement so he will not be here.

Children’s Parade – Joel Crown

Captain Jordan said his officers will close the street while the parade is in progress.

Family Creativity Center – Tracy Hill

Tracy said she plans to have four crafts for children. She has also arranged to have a face painter in the Community Center.

Patriotic Service – Ann Lilak

Ann reported that she has invited numerous dignitaries to be the featured speaker but so far has been unable to locate anyone. She will continue to look for a speaker but the service may be shorter than in the past.

Volunteers – Dennis Rice & Shawn Hickey

Shawn said he sent an email to a long list of people asking them to volunteer and/or give him the name of someone who might help.

Publicity – Amy Haulmark

Amy said she is waiting to hear from Star 102 about attending the event. She is planning to send a post card to every home in the City but does not have a cost figure for that. Press releases have been sent. She asked for volunteers to help distribute flyers. Ann, Jim, Shawn, Diana and Doug agreed to help.

She said she is also working on a print ad for the Star.

Blood Drive – Amy Haulmark

Amy met with Red Cross about the event. They plan to attend and will distribute flyers to advertise the event. They also plan to send postcards and make telephone calls about the event to residents who have donated in the past.

Committee Shirts – Ann Lilak

A red shirt made of a cotton mesh material was selected for the Villagefest 10th anniversary event. They come in both men's and women's sizes. Cost is \$22.50 per shirts sized small, medium or large. Size 2X shirts will cost \$24.95 and 3X will cost \$25.90.

Food Vendor Participation – Barbara Vernon

HyVee and Ultimate Fun Foods will participate. Their contracts have been approved.

Public Works Demonstrations/Displays – Bob Pryzby

Bob said he is ready.

Public Safety Demonstrations/Displays – Cpt. Wes Jordan

Captain Jordan said the display will be ready and he is working with the Fire Department personnel for a demonstration.

Consolidated Fire District #2 Demonstrations/Displays – Chris Andrews

Chris said he and Wes are working on a demonstration that will be a DUI car wreck with passengers trapped in a burning vehicle. The passengers will be cut from the vehicle.

Decorations – Kathy Peters

No report.

Student Essay Contest – Ed Roberts

Ed has received one essay. The announcement of the event was late but has been made.

Pancake Breakfast – Ed Roberts

No report.

Information Booth – Jim Bernard  
No report.

Hospitality – Doug Sharp  
Everything is scheduled. It will be set up in the employee kitchen.

KU Med Van – Art Dick  
Ann will contact Art to determine if they will be able to attend. If they will be there, he needs to contact Bob Pryzby about a location and other services he may need.

City Committees – John Capito & Cleo Simmonds  
John will contact the other committees.

Train Show – Jim Hanson  
The display will be set up Monday evening.

Logistics  
Bob Pryzby said he will need final requirements for each exhibitor and event at the next meeting in order to prepare the map and properly allocate space.

Mike said he will have a train exhibit sign made.

Corporate banners will be placed on the patio.

Bob needs to know who needs tents.

**VII. Adjournment: Next Meeting Date: Thursday, June 22, 7:00 p.m. in Community Center**

**Council Members**  
**Mark Your Calendars**  
**June 19, 2006**

<b>June 2006</b>	Kevin Spykerman oils and illustrations exhibit in the R.G. Endres Gallery
June 23	Moonlight Swim – 8:30 p.m. to 10 p.m.
June 27	Golf Challenge between Fairway, Mission and Prairie Village
<b>July 2006</b>	Pat Deeter watercolor and pastels exhibit in the R.G. Endres Gallery
July 3	City Council Meeting - <b>CANCELED</b>
July 4	City Offices closed in observance of 4 <sup>th</sup> of July
July 4	Villagefest
July 14	Moonlight Swim 8:30 p.m. to 10 p.m.
July 17	City Council Meeting
<b>August 2006</b>	John Roush, Mike Walsh and Doug Bennett pastel exhibit in the R.G. Endres Gallery
August 7	City Council Meeting
August 21	City Council Meeting
<b>September 2006</b>	Dale Cole's Photography exhibit in the R.G. Endres Gallery
September 4	City Offices Closed observance of Labor Day
September 5 Tuesday	City Council Meeting
September 18	City Council Meeting
<b>October 2006</b>	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
<b>November 2006</b>	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
<b>December 2006</b>	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 1<sup>st</sup> Quarter 2001)

COM2000-04 Consider the installation of marquees banners at City Hall to announce upcoming civic events (assigned Strategic Plan for 1<sup>st</sup> 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 4<sup>th</sup> 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)

COU2005-18 Develop a school zone policy (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)

COU2005-24 Develop and improve parliamentary procedures (assigned 9/6/2005)

COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)

COU2005-28 Consider more effective public notice of Council and Committee vacancies (assigned 9/6/2005)

COU2005-29 Consider 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)

COU2006-12 Consider revisions to Municipal Code (assigned 5/10/2006)

COU2006-13 Consider Neighborhood Traffic Calming Program (assigned 5/30/2006)

**LEGISLATIVE/FINANCE COMMITTEE**

- LEG2000-07 Consider current policies and procedures for code violations (Transferred from CCW 3/18/2002)
- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and where appropriate (assigned Strategic Plan for 1<sup>st</sup> 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 2<sup>nd</sup> 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 - 69<sup>th</sup> to 71<sup>st</sup> St. (assigned 1/31/2005)
- POL2005-04 Consider Project 190809: 75<sup>th</sup> 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 - 91<sup>st</sup> to 95<sup>th</sup> (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: 95<sup>th</sup> 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 1<sup>st</sup> Quarter of 2001)

# NOTEWORTHY

June 2006

## JUNE BIRTHDAYS & ANNIVERSARIES

### *Birthday Wishes to...*

06/05	Penny Mann	Administration
06/07	Cail Hendry	Public Works
06/23	Daniel Stewart	Police
06/28	Dawn Johnson	Police
06/29	Miriam Russell	Police

### *We appreciate your years of service...*

Ronnie Wilson	Public Works	29 years
James Jarrett	Public Works	15 years
Mark Gilmore	Public Works	15 years
Miriam Russell	Police	14 years
William Baldwin	Police	6 years
Nicholas Sanders	Human Resources Dir.	2 years
Landon Stecklein	Public Works	2 years
Donna Blake	Administration	1 year

## Welcome To...

Sheila Hopkins as Court Clerk in the Municipal Courts, who began on June 5<sup>th</sup>

AND

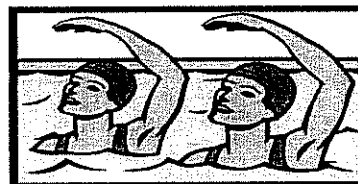
Jeanne Akins as Assistant to the City Administrator in the City Administrator's office, who joined us on June 6<sup>th</sup>.



### **New Arrival...**

**Travis and Tracy Gray are the proud parents of Lincoln**

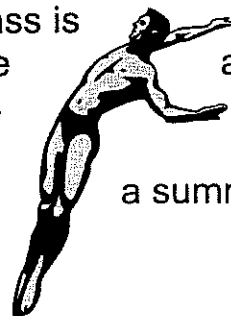
**Thomas Gray, born May 24. He was 19 ½ inches and weighed 7 pounds, 12 oz. Congratulations!**



### **Reminder to all eligible employees...**

Be sure to stop by the City Clerk's window and receive your free pool pass.

The pool pass is free for you, your spouse and all dependents living with you at your residence. Don't miss out on a summer of fun in our city pool!



\*\*\*\*\*

### **Welcome (& welcome back!)**

Welcome or welcome back to all of our seasonal employees working in Public

Works, Tennis and at the Pool. We're so glad to have you here!

