

# *City Council Meeting*

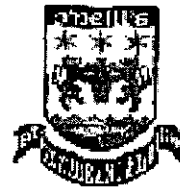
*June 4, 2007*



Dinner provided by:



**O'Neill's**  
Restaurant & Bar



*Chicken Alfredo*  
*Caesar Salad*  
*Rolls & Butter*  
*Brownie Tray*

COUNCIL COMMITTEE  
June 4, 2007  
6:00 P.M.  
Council Chamber

AGENDA

ANDREW WANG

CONSENT AGENDA

- COU2006-54      Continue Special Use Permit for Communications Antenna  
at 7700 Mission Road
- COU2007-42      Consider 2007 Utility Assistance Agreement

AGENDA ITEMS

- COU2007-32      Consider Cleaning HVAC at Municipal Offices and Public  
Works  
Bob Pryzby
- COU2007-43      Consider Providing Public Works Services to the City of  
Mission Hills  
Bob Pryzby
- COU2007-08      Consider 2008 Budget  
Administrative Services - Doug Luther, Karen Kindle  
Municipal Court - Doug Luther  
Governance - Barbara Vernon  
Community Programs, Parks and Recreation - Barbara  
Vernon, Doug Luther

**Issue:**

Should the City provide utility assistance services to low income residents during 2007?

**Background:**

For many years the City, through the Prairie Village Municipal Foundation, has provided assistance to low income residents who need help paying their utility bills through a cooperative program with Johnson County Human Services & Aging.

The program combines City (Foundation) funds with county funding. Under the current program, the maximum benefit a household may receive is \$150/year with \$50 from the City and \$100 from the County. This program annually serves approximately 20 households.

The Prairie Village Municipal Foundation recently met and recommended increasing the amount of funding available to Prairie Village residents through this program. The Foundation Board recommends the maximum benefit be increased to \$200 per household with \$100 coming from City (Foundation) funds and \$100 from county funds. The attached Letter of understanding reflects this proposed change.

Entering into this Letter of Understanding does not involve the expenditure of any funds from the City budget. All funding is provided through the Municipal Foundation. However, the City Council must approve the Letter of Understanding in order for Prairie Village residents to participate in this program.

**Recommendation:**

**RECOMMEND THE CITY COUNCIL APPROVE A LETTER OF UNDERSTANDING WITYH JOHNSON COUNTY HUMAN SERVICES AND AGING IN THE AMOUNT OF \$5,000 FOR UTILITY ASSISTANCE SERVICES IN 2007 WITH FUNDING FROM THE PRAIRIE VILLAGE MUNICIPAL FOUNDATION  
COUNCIL ACTION REQUIRED**

# LETTER OF UNDERSTANDING JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM

## 2007 PROGRAM YEAR

This Letter of Understanding is entered into by and between the Johnson County Department of Human Services & Aging and The City of Prairie Village for the administration of the **UTILITY ASSISTANCE PROGRAM** available to residents of the City.

The parties do mutually agree to as follows:

### I. ELIGIBILITY

Human Services & Aging will determine eligibility using the following factors:

- A. Verify that the applicant is a resident of the City and that the name of the applicant, spouse or another adult living in the household is on the utility bill.
- B. Verify that the applicant's household has a gross income at or below the 200% of Poverty Guidelines as published in the Federal Register.
- C. Verify with the utility that, the client has made a self-payment on the utility bill within the previous three months.

### II. BENEFIT & SERVICE PROVIDED

In providing utility assistance benefits to eligible City applicants, Human Services & Aging will:

- A. Determine the amount of payment to be made to the utility based on the amount of arrearage or the maximum benefit, whichever is lower.
- B. Each eligible household may receive the maximum benefit amount in a calendar year (based on eligibility and arrearage). Unless otherwise discussed and mutually agreed upon by a designated representative of the City and the County, the City portion of the assistance will be \$100. Johnson County will provide the difference (up to \$100) between the City's \$100 contribution and the family's maximum benefit (based on eligibility and arrearage). Benefit amounts are based upon funding available, up to a total of \$200.
- C. Process payments to the utility vendors through the county's accounting system.
- D. Provide energy conservation materials and referrals for other services to utility assistance clients.



- E. Provide the City with quarterly reports on the number of households served and funds expended.

III. CONSIDERATION

In consideration of the above provisions the City will contribute \$ 5,000 for the services listed in this Letter of Understanding for the calendar year of 2007.

At the end of the program year, any unobligated funds will be automatically transferred to the next program year or returned to the City upon request.

IV. SPECIAL PROVISIONS

- A. Any exceptions to the above procedures will be discussed, and mutually agreed upon by a designated representative of the City and the County.
- B. The benefit amount to City residents will be reduced by 50%, when either City or County funds have been exhausted.
- C. This Letter of Understanding may be terminated by either party upon thirty days written notice.

Executed in duplicate and on the date listed below.

**The City of Prairie Village, KANSAS**

**Johnson County Human Services & Aging**

\_\_\_\_\_  
Signature

Deborah Collins  
Deborah Collins  
Director, Human Services & Aging

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Date

**PRAIRIE VILLAGE MUNICIPAL FOUNDATION  
EXECUTIVE COMMITTEE**

**May 17, 2007**

**Minutes**

The Prairie Village Municipal Foundation met May 17, 2007. Present and presiding, President Bill Nulton. Members present: Mayor Ron Shaffer, Charles Clark, Diana Ewy Sharp, A.J. LoScalzo, Mayor Engelken, Marilyn Uppman, Doris Wiegers, Marcia Jacobs and Barbara Vernon.

**Approval of February 12, 2007 minutes**

A motion to approve minutes of the February 12, 2007 meeting made by Marcia Jacobs and seconded by Mary Engelken passed with a unanimous vote.

**Approval of Financial Report**

Marcia Jacobs moved for approval of the Statement of Financial Condition as of March 31, 2007. Mary Engelken seconded the motion which passed with a unanimous vote.

**Logo Update**

Bill Nulton expressed appreciation to Sarah Harken for her work on the logo and introduced her to the committee. He said Sarah, Bill, A.J., and Barbara met to work on public relations and publicity for the foundation. Sarah Harken showed the committee the letterhead and introduced the tagline "Supporting your hometown". Sarah Harken asked the committee for input. Doris Wiegers suggested using "City" instead of "Hometown". Sarah Harken said the committee wanted an old-fashioned connotation. Bill Nulton said the design is not permanent yet and asked the committee to give their opinion. Charles Clark suggested adding an email address or the website to the business card. Bill said the design needs to be approved as it appears in the three documents presented. Charles Clark moved for approval of the design as it appears on the letterhead, envelope, and business card. Marcia Jacobs seconded the motion which passed.

Sarah Harken said she is working on a tri-fold brochure and asked committee members for input. She said the brochure could be used for distribution at VillageFest, the library, and the shops. She said she could also put the logo on magnets or pencils. Bill Nulton asked if the foundation wanted to have another meeting before VillageFest to approve the brochure or do a limited printing the task force approves. Charles Clark said the limited printing would be fine. Charles Clark moved for approval for the task force to design and approve the brochure. Marcia Jacobs seconded the motion which passed unanimously. The committee suggested putting an article in the next newsletter with the new logo.

**VillageFest 2007**

Diana Ewy Sharp said VillageFest will run from 7:30 to 2:30 with the highlight being the Elite Frogs at 11 am. Bill Nulton said the committee booth will be open from 9 to 11 am.

Marilyn Uppman suggested having a sign with the new logo on it. The committee decided to have a raffle. The raffle tickets will be sold for \$1. Mayor Shaffer and A.J. LoScalzo will solicit prizes. The committee discussed having trinkets to give away and having balloon animals to attract kids. The committee signed up for shifts at the booth: 9-10 – A.J. and Charles; 10-11 – Doris and Mary; 11-12 – Marilyn and Marcia; 12-1 – Bill.

### **Corinth Square KU Rally**

Mely invited the foundation to participate in the Corinth Square KU Rally on August 17<sup>th</sup>. Bill asked the committee if they would like to participate. Charles Clark suggested for the committee to participate and for Bill Nulton to recruit volunteers.

### **Holiday Tree Lighting**

The tree will be provided by Intrust Bank in exchange for a plaque on the tree. Jeanne Koontz said she spoke with Donna Potts and the Monday after Thanksgiving is a good date. The committee decided the event would be on November 26<sup>th</sup>. Diana Ewy Sharp said the event was messy last year because it was planned too late. She said Mely and Ann would like to stay involved. Diana Ewy Sharp recommended forming a sub-committee and inviting Mely and Ann to participate. Jeanne Koontz suggested Donna Potts and a representative from Highwoods also serve on the task force. Doris Wieggers volunteered to chair the task force.

### **Utility Assistance**

Barbara Vernon reported the City currently contributes \$6,000 and the Foundation contributes \$4,000 to the Utility Assistance Program. She said the committee needs to decide if they want to continue that contribution. Barbara Vernon also reported the maximum benefit under the current program is \$150. This amount does not get families very far. Doris Wieggers moved to recommend the Council approve an increase in the Utility Assistance Maximum Benefit from \$150 to \$200. Marilyn Uppman seconded the motion which passed unanimously. Mary Engelken moved for approval to increase the Foundation Utility Assistance contribution from \$4,000 to \$5,000. A.J. LoScalzo seconded the motion which passed unanimously.

### **Barbara's Retirement**

Mayor Shaffer reported plans for Barbara's retirement and asked the Foundation for their assistance.

The Municipal Foundation congratulates Barbara Vernon for winning the L.P. Cookingham Award.

Bill Nulton will call the next meeting in October for election of the 2008 officers.

Bill Nulton  
President

**CONSIDER CLEANING HVAC AT MUNICIPAL OFFICES AND PUBLIC WORKS**

**Background:**

On April 2, 2007, the City Council discussed a request to remove black mold found by Public Works staff in the Municipal Offices. The City Council deferred action by requesting Public Works staff obtain tests of the suspected mold.

Staff retained Apex Environment Consultants, Inc. The executive summary on page 2 confirms the finding of “visible fungi contamination” in the basement mechanical room. Apex has recommended a step process for removing the fungi in coordination with the cleaning of air ducts and replacing the flexible connector on all units.

Staff has been discussing the process the Chief Heating and Cooling (City HVAC contractor), Midwest Duct Cleaning and Apex Environment Consultants. All parties agree that:

1. The removal of fungi in the City Offices basement needs to occur.
2. The cleaning of ducts in the Municipal Offices and Public Works is a necessity, as these ducts have never been cleaned since the buildings were built. The ducts in the Police Facility and Community Center were new with work in those buildings in the mid 1990s.
3. The replacement of the flexible connectors to all air handling units in the Municipal Offices and Public Works will be replaced.
4. UV lamps will be installed in all buildings as a preventative measure.
5. The humidity issue at City Hall can be corrected by the addition of dehumidification equipment. Three options were considered. The first option was to install two dehumidifiers outdoor units for \$73,000. The second option was to install ten indoor units for \$44,600. The third option was to install 12 humidistats on existing systems for \$8,000. The first option is not selected because of the cost. The third option is not recommended as it will over cooled the offices and increase energy use substantially.

The costs are:

<u>Facility</u>	<u>Scope Work</u>	<u>Facility Cost</u>
Municipal Offices		
Remove fungi in basement	\$1,000	
Clean ducts	\$29,400	
Replace flexible connectors	\$3,000	
Install UV lamps	\$13,400	
Install dehumidification	\$44,600	
Testing and Retesting	<u>\$4,000</u>	
	Facility Total	\$95,400

Public Works (Building A & B)		
Clean ducts	\$4,500	
Replace flexible connectors	\$1,500	
Install UV lamps	\$3,400	
Facility Total		\$9,400
Public Safety		
Replace flexible connectors	\$500	
Install UV lamps	<u>\$2,400</u>	
Facility Total		\$2,900
Community Center		
Install UV lamps	<u>\$2,400</u>	
Facility Total		<u>\$2,400</u>
Total Cost		<b><u>\$110,100</u></b>

**Financial Impact:**

No funding exists for this work. A transfer from the General Fund Contingency will be necessary. A waiver of bids is also requested for Midwest Duct Cleaning Services.

**Suggested Motion:**

The City Council moves to approve the transfer of \$110,100 from the General Fund Contingency to Public Work Operating Budget and to approve a waiver of bid for Midwest Duct Cleaning Services and Chief Heating and Cooling.

Attachments:

Apex Duct Testing.pdf  
Midwest Duct Cleaning.pdf

## **ORIGINAL MEMO**

### **Background:**

Last summer, black mold was found in one Heating Ventilation Air Condition (HVAC) system at the Municipal Offices. The offending system was cleaned to remove the spores. Public Works staff has found the black mold has returned in the same system plus other systems. Discussions with the City HVAC contractor have concluded that all the HVAC systems should be cleaned. Additional investigation indicates that the spores may be residing in the flexible joints between the unit and the ductwork. These flexible joints are original with the initial construction of the building.

The contractor recommends the installation of Ultra-Violet (UV) lights in the ductwork, which will kill mold spores and many airborne germs.

The HVAC systems in Public Safety, Community Center and Public Works have never been cleaned. The Contractor recommends we clean all the systems.

The costs are:

<u>Facility</u>	<u>Cleaning</u>	<u>Flex Connectors</u>	<u>UV Lamps</u>
Municipal Offices	\$ 29,600	\$ 3,000	\$ 13,400
Public Safety	\$ 14,000	\$ 500	\$ 2,400
Public Works (A + B)	\$ 4,500	\$ 1,500	\$ 3,400
Community Center	<u>\$ 1,700</u>	<u>\$ 0</u>	<u>\$ 2,400</u>
Total	\$ 49,800	\$ 5,000	\$ 21,600

The cost to clean all HVAC systems, replace flexible connectors and install UV lamps is \$ 76,400. Public Works staff has attempted to contact other contractors for the cleaning ducts. The response was they use Midwest Duct Cleaning Services.

### **Financial Impact:**

No funding exists for this work. A transfer from General Fund Contingency will be necessary. A waiver of bids is also requested to address the problem.

### **Suggested Motion:**

The City Council moves to approve the transfer of \$76,400 from General Fund Contingency to Public Works Operating Budget and to approve a waiver of bid for Midwest Duct Cleaning Services.

# LIMITED ENVIRONMENTAL FUNGI INVESTIGATION



ENVIRONMENTAL CONSULTANTS, INC.

**PERFORMED AT:**

**PRAIRIE VILLAGE ADMINISTRATION BUILDING  
7700 MISSION ROAD  
PRAIRIE VILLAGE, KANSAS 66208**

**PREPARED FOR:**

**THE CITY OF PRAIRIE VILLAGE  
C/O MIKE HELMS  
3535 SOMERSET  
PRAIRIE VILLAGE, KANSAS 66208**

**PREPARED BY:**

***APEX ENVIRONMENTAL CONSULTANTS, INC.*  
14955 WEST 101<sup>ST</sup> TERRACE  
LENEXA, KANSAS 66215  
TEL: (913) 338-APEX FAX: (913) 338-2741  
WWW.4APEX.COM**

**APEX PROJECT NO. 70158I  
MAY 4, 2007**



**CLIENT:**

The City of Prairie Village  
c/o Mike Helms  
3535 Somerset  
Prairie Village, Kansas 66208  
Tel: (913) 385-4644

**PROJECT:**

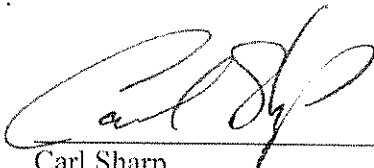
Limited Environmental Fungi Investigation  
Prairie Village Administration Building  
7700 Mission Road  
Prairie Village, Kansas 66208

**APEX Project Number: 70158I**


**REPORT PREPARED BY:**

***APEX ENVIRONMENTAL CONSULTANTS, INC.***

Prepared By:

  
\_\_\_\_\_  
Carl Sharp  
Industrial Hygienist

Reviewer:

  
\_\_\_\_\_  
Don Sinnott  
Project Manager

Address: 14955 W. 101<sup>st</sup> Terrace  
Lenexa, Kansas 66215  
Tel: (913) 338-2739 Fax: (913) 338-2741  
e-mail: csharp@4apex.com

## **1.0 EXECUTIVE SUMMARY**

In response to your request and authorization, APEX Environmental Consultants, Inc. (APEX) conducted a limited environmental fungi investigation at the Prairie Village Administration Building located at 7700 Mission in Prairie Village, Kansas, on April 13, 2007. It is understood that this work was initiated following an employee noticing fungal growth on the walls near the air handling units in the basement mechanical room. Additional sampling was conducted as a due diligence inspection in a couple of the codes enforcement offices. No recent known water intrusion or fungal growth has been seen outside of the basement mechanical room. This investigation is limited to the areas sampled, and not to the remainder of the building. Carl Sharp of APEX conducted the inspection.

## **2.0 SUMMARY OF FINDINGS**

The extent of visible fungal growth observed in the basement mechanical room was considered limited (approximately 5 square feet total of sporadic visible fungal contamination); however, it is possible that there is more fungal growth present on the back of the wallboard that cannot be directly observed. However, bioaerosol sampling indicates that a normal airborne fungal ecology is present through out the building. Beyond the remediation in the mechanical room no decontamination efforts are required in the areas inspected. Employees in the Codes Enforcement offices stated that they have noticed debris on the surfaces of furniture under the supply diffusers. Mike Helms, Field Superintendent with Public Works, stated that the city is considering duct cleaning. Along the exterior concrete wall water appears to be entering the building through the electrical wiring wall penetrations. Pools of water were visible on the floor and horizontal surfaces of the ductwork.

## **3.0 BACKGROUND INVESTIGATION**

The building is a multi-story building with a basement fully below ground. The interior walls are constructed of traditional metal framing with a wallboard finish. The foundation is poured concrete. The floors of the basement are concrete and, except for the basement mechanical

room, tiled with vinyl composition tile (VCT) flooring. The remainder of the building is carpeted. The facility is located in a developed area of Prairie Village with a moderate amount of vegetation to the west of the building in the park. For purposes of sampling identification, the front of the facility faces east. The date of the facility's construction is unknown.

The facility was occupied by department staff at the time of the inspection and they provided information regarding the facility. Mr. Helms was also on site for the duration of the inspection.

#### **4.0 SAMPLING METHODOLOGY**

Four (4) bioaerosol air samples were obtained on April 13, 2007. Representative sampling locations were chosen inside of the facility, as well as one outdoor sample for comparison purposes. Please note that although multiple interior bioaerosol samples were collected, they do not represent the entire building.

Non-culturable bioaerosol air samples were collected using Allergenco sampling slides. The Allergenco particulate sampling slides, coupled with a high-volume air sampling pump, allow for the collection and analysis of a wide range of aerosols including fungal spores, pollen, insect parts, and skin fragments. This sampling methodology is useful in providing rapid analysis of airborne contaminants in indoor air quality testing, allergy testing, and flood restoration monitoring. Each sample was assigned a sample identification number and was recorded on the chain-of-custody form. Non-cultured bioaerosol samples were collected in the following locations:

<b>SAMPLE ID</b>	<b>LOCATION DESCRIPTION</b>	<b>SAMPLE TYPE</b>	<b>FLOW RATE/TIME</b>
701581-AA1	EOC	ST	15.0 L/min - 5 min
701581-AA2	Codes Office (Grading)	ST	15.0 L/min - 5 min
701581-AA3	Codes Office (Luther)	ST	15.0 L/min - 5 min
701581-AA4	Exterior	ST	15.0 L/min - 5 min
ST = Spore Trap			

One (1) tape lift sample was collected from the wall behind the one of the air handling unit. The tape sample was sealed in a clean plastic sample bag, and labeled with an identification number. The sample was collected in the following location:

SAMPLE ID	LOCATION DESCRIPTION	SAMPLE TYPE
70158I-AA5	Basement mechanical room behind one of the air handlers	T
Tape		

The samples were shipped overnight to Environmental Microbiology Laboratory, in Fort Worth, Texas, for preparation, microscopic identification, and genus/species identification. Environmental Microbiology is accredited by the American Industrial Hygiene Association (AIHA) in the environmental microbiology program.

## **5.0 EXPOSURE GUIDELINES**

Currently in the U.S., no federal agency has clear authority to regulate exposure to biological agents associated with Building Related Illnesses. Countable bioaerosols have no Permissible Exposure Limits (PELs) or Threshold Limit Values (TLVs) for the following reasons: the culturable/countable bioaerosols have no single entry; the human response range varies greatly from one individual to the next; it is not possible to collect and evaluate all bioaerosol components using a single sampling method; and, the information relating bioaerosol concentrations to health effects is generally insufficient to describe exposure response. Concerned occupants are recommended to monitor their own health and consult their physicians should there be any questions with regard to the bioaerosol concentrations isolated in their workplace or residence.

Due to a wide variety of microorganisms found across different regions of the U.S. and the influence of normal humidity and temperature conditions, the concentrations of bioaerosols vary significantly from area to area. Generally speaking, the indoor air flora should be quantitatively lower than, but qualitatively similar (genus or species) to that of outdoor air. Indoor air counts

are typically expected to be 30 to 80% of outdoor spore counts, with the same general distribution of spore types present. Filtered air, air-conditioned air, or air remote from outside sources may average 5 to 15% of the outside air at the time of sampling. Dusty interiors may exceed 100% of the outdoors to some degree, but will still mirror the outdoor distribution of spore types. A substantial increase in one or two spore types that are inconsistent with and non-reflective of the outside distribution of spore types is usually indicative of an indoor reservoir of mold growth.

## 6.0 SAMPLING RESULTS

### *Air Samples – Non-Culturable Fungi*

The following table provides the non-culturable fungi concentrations for the bioaerosol samples obtained at the facility:

SAMPLE ID	SAMPLE LOCATION	FUNGI (SPORES/M <sup>3</sup> )
70158I-AA1	EOC	199
70158I-AA2	Codes Office (Grading)	773
70158I-AA3	Codes Office (Luther)	400
70158I-AA4	Exterior	2,080

The spore concentrations for all samples collected in the building indicated normal indoor fungal levels. Please note that some types of fungi were identified in the interior samples that were not present on the exterior sample; however, these spores were only present in small amounts and should not be considered abnormal. Other species/genera of fungi identified in the samples were generally consistent with those found on the exterior sample. The results for all of the sampling can be found in Appendix A.

### *Surface Samples*

The surface sample was analyzed using direct microscopic examination primarily in an effort to characterize what species/genera were present. Most surfaces collect a mix of spores that are

normally present in the environment. At times, it is possible to note a skewing of the normal distribution of spore types and also to note “marker” genera, which may indicate indoor mold growth. Please note that when referring to the analytical results for the tape samples, the laboratory uses a scale of 1+ to 4+, with 4+ denoting the highest number of spore groups, clumps, and/or chains of single spore types, usually accompanied by intact mycelial and/or sporulating structures.

The results obtained from sample collection at the units are summarized in the following table:

<b>SAMPLE ID</b>	<b>LOCATION DESCRIPTION</b>	<b>RESULTS</b>
70158I-AA5	Basement mechanical room behind one of the air handlers	3+ <i>Cladosporium</i> species

Species of *Cladosporium* were isolated in the sample collected in the basement mechanical room. As previously noted, the total quantity of visible fungal growth in the mechanical room was considered to be limited (4-5 square feet). The analytical results are appended to this report.

## **7.0 DISCUSSION AND OBSERVATIONS**

Indoor and outdoor spore level comparisons should be evaluated with an awareness of building type, activity level, and weather conditions present at the time of sampling. As stated above, filtered or air-conditioned environments tend to produce lower relative spore counts than those with direct access to outdoor air. Highly active or dusty environments may increase spore levels. While rain washes the air clear of many spore types, it also assists in the dispersion of others. Therefore, sampling on rainy or very humid days may result in outdoor counts which are low or which have a significantly different distribution of spore types.

The facility was occupied at the time of sampling. Outdoor weather conditions at the time of sampling were cloudy and light rain the night before with a temperature of 68 degrees Fahrenheit. The relative humidity outside of the building was 60%. The average basement temperature was 67 degrees Fahrenheit with an average relative humidity of 34%. The average

temperature in the Codes Enforcement Offices was 74 degrees Fahrenheit with an average relative humidity of 25%. No invasive sampling was performed during the inspection.

## **8.0 SUMMARY AND RECOMMENDATIONS**

Visual inspection and microbial surface sampling confirms the presence of fungal growth on the wallboard and equipment in the basement mechanical room. We recommend that remediation of the fungal growth be performed in the manner described below.

Based on the findings outlined in the laboratory results as well as information collected during the on-site assessment our recommendations are as follow:

### **Remediation Preparation**

1. APEX recommends that the services of a professional mold remediation contractor be retained to remove the fungal amplification and decontaminate the affected areas of the building. The contractor should have sufficient training and experience in the safe and effective removal of microbial contamination.
2. Ensure that any leaks or other sources of water intrusion into the building have been sufficiently controlled.
3. Humidity and temperature in the building must be maintained at appropriate levels throughout the remediation and decontamination process by the remediation contractor (less than 50% relative humidity).
4. Prior to remediation and decontamination, cover all return air intakes with six-mil polyethylene sheeting with masking or duct tape.
5. Prior to the onset of any remediation work, critical barriers need to be erected in all areas where remediation will take place in the building to isolate work areas. These barriers should be installed over all wall/ceiling penetrations in the work areas and doorways leading to adjacent rooms. The critical barriers should consist of no less than a single layer of six-mil polyethylene sheeting, secured with contractor grade masking tape or duct tape.

6. If a single work area is created in the building (i.e., all of the affected rooms/areas/offices), the critical barriers need not be established to separate rooms, unless the intent is to remediate and decontaminate rooms individually.

### **Fungal Remediation**

7. Filter the air in the work area during the decontamination and remediation procedures utilizing HEPA-filtered exhaust units. The necessary quantity of HEPA-filtered exhaust units should be capable of changing the air inside of the work area(s) a minimum of four times per hour. Discharge exhaust air outside of the work area, preferably outside of the building, during the work (maintain negative pressure inside of work areas).
8. All building materials exhibiting fungal growth should be removed or cleaned utilizing proper techniques (e.g., demolition, wet cleaning with detergent solution, HEPA vacuums, etc.) by a properly qualified contractor.
9. All workers must wear appropriate personal protective equipment suitable for providing protection against exposure to fungal spores and microbial VOCs.
10. Remove the visibly contaminated sheetrock walls and insulation from the wall joining the mechanical room and the EOC. Starting from the floor and working up the wall. Continue removing walls until two feet beyond any visible fungal growth.
11. Where isolated growth is noted on wood components (wall studs, plates, roof framing, sheathing, etc.), remove growth with wet wire-brushing or an orbital sander equipped with an appropriate shroud exhausted through a HEPA vacuum.
12. An exploratory investigation should be made to observe the condition of the wall cavity behind the air handling units. Small exploratory openings should be made in various areas of the wall potentially affected by water intrusion to determine the extent of fungal growth, if any, behind the units. All remedial investigations should be conducted inside of mini-enclosures and local exhaust be provided utilizing HEPA vacuums during the opening of the exploratory holes in an effort to prevent potential release of mold spores (in case mold growth is found in the wall cavity) into areas adjacent to where the wall is opened.



**If fungal growth is found inside the wall** - Depending upon the extent of fungal growth found, a containment may need to be established consisting of no less than a single layer of six mil polyethylene sheeting. Critical barriers should be installed on all vents and registers in the work area to reduce cross contamination concerns. The critical barriers should consist of no less than a single layer of six mil polyethylene sheeting, secured with contractor grade masking tape or duct tape. If only small isolated areas are found in the areas of visible growth on the wall, then the remediation can be performed utilizing the mini-enclosures. If the area of fungal growth is larger than the area enclosed by the mini-enclosure, a containment will need to be installed.

**If no fungal growth is found inside the wall** - The small areas of visible dust and fungal growth found on the wall directly behind the air handling units should be cleaned utilizing wet cleaning methods to remove the visible fungal growth.

13. Upon completion of removal or cleaning of building materials exhibiting fungal growth, decontaminate all remaining surfaces inside of the work areas using repetitive processes of HEPA vacuuming and damp wiping. The interior environment should be free of dust accumulations, evidence of water staining, and visible fungal growth.
14. Do not apply paint, encapsulant, or sealant of any type until a visual inspection is jointly completed by an independent industrial hygienist and the remediation contractor and the results of the post-remediation testing are available.

#### **Post-Remediation Activities and Clearance Inspection**

15. Upon completion of remediation and decontamination activities in preparation of post-remediation sampling, filter the air inside of the work areas utilizing HEPA-filtered exhaust units. Discharge exhaust air inside of work areas in an effort to agitate the air (a negative pressure environment inside of the work areas is not necessary during this step).

16. Cease agitation of air inside each work area at least 24 hours prior to post-remediation air sampling. Filtration is not necessary inside of work areas during the time frame leading up to the post-remediation air sampling.
17. **Prior to collection of post-remediation samples, the affected area(s) must be visually inspected certified as clean with no accumulations of dust, debris, and visible fungal growth. This step should be performed first by the remediation contractor and confirmed by an independent industrial hygienist or environmental consultant. No post-remediation samples will be collected if the affected area(s) do not pass a final visual inspection.**
18. Conduct post-remediation air testing (prior to reconstruction) to determine whether the remediation and decontamination efforts have successfully removed fungal growth from the building without contributing to elevated concentrations of aerosolized fungi in the building.
19. As with any fungal remediation effort, APEX recommends that the occupants remain outside of the work areas during the remediation activities until results of the post remediation sampling are satisfactory.

APEX would also recommend the city consider retaining a contractor to clean the ductwork, as previously planned, at the completion of the remediation. The inside of the air handling units should be inspected for built-up debris at the time of the duct cleaning and vibration cloth replacement. Additionally, APEX would also recommend that the wall penetrations in the mechanical room be sealed.

## **9.0 CONDITIONS AND LIMITATIONS**

Air sampling results are limited in that they represent airborne concentrations at the time of sample collection only. Changes in operating procedures, ventilation, temperature, occupancy, equipment, sources, products used, and other conditions may cause variations in anticipated airborne concentrations. The similar is true for surface growth and contamination.

APEX has performed the tasks set forth above in a thorough and professional manner consistent with industry standards and under supervision of a certified professional. APEX cannot guarantee and does not warrant that this limited assessment has revealed all adverse environmental conditions affecting the site nor can APEX warrant that the assessment requested will satisfy the dictates of, or provide a legal defense in connection with, environmental laws or regulations.

The results reported and any opinions reached by APEX are for the benefit of the client. The results and opinions set forth by APEX in its report will be valid as of the date of the report. APEX assumes no obligation to advise you of any changes that may be later brought to our attention.

# **APPENDIX A**

## **ANALYTICAL RESULTS**

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# APEX Environmental Consultants, Inc.

292176

14955 W. 101<sup>st</sup> Terrace • Lenexa, KS 66215 • (913) 338-2739 • FAX (913) 338-2741

## Chain of Custody

Sample Date: 4/13/07

Page: 1 of 1

Project Name: 7700 Mission, Prairie Village, KS Project Zip Code: 666208 Contact: Carl Sharp

Project #: 701581

Sample ID	Location Description	Sample Type	Flow Rate/Time	Total Volume/Area	Notes
701581-AA1	EOC	ST	5min@15LPM	75L	Furthest from label
701581-AA2	Codes Office (Grading)	ST	5min@15LPM	75L	↓
701581-AA3	Codes Office (Luther)	ST	5min@15LPM	75L	
701581-AA4	Exterior	ST	5min@15LPM	75L	
701581-T5	North Wall - Behind Duct	T	N/A	N/A	
					Closest to label

### Additional Instructions:

- > Turnaround: Standard
- > E-mail results to: C.Sharp@4apex.com, Ariemann@4apex.com

- > Send invoice to: Chris Frey, APEX Environmental Consultants

Relinquished By: Carl Sharp Date 4/13/07 Received by: FedEx Date: 4/13/07

Relinquished By: \_\_\_\_\_ Date \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Relinquished By: \_\_\_\_\_ Date \_\_\_\_\_ Received by: M. Austin Date: 4/16/07 9 AM



**Environmental  
Microbiology  
Laboratory, Inc.**

---

Report for:

**Mr. Carl Sharp**  
**Apex Environmental Consultants, Inc.**  
14955 W. 101 Terrace  
Lenexa, KS 66215

---

Regarding: Project: 7700 Mission, Prairie Village, KS  
EML ID: 292176

Date of Analysis: 04-16-2007

Approved by:



Southwest Lab Manager  
Magzoub Ismail

Project SOPs: Direct microscopic examination (100036), Spore trap analysis (100005)

---

This coversheet is included with your report in order to comply with AIHA and ISO accreditation requirements.

For clarity, we report the number of significant digits as calculated, but, due to the nature of this type of biological data, the number of significant digits that is used for interpretation should generally be one or two. All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank corrections of results is not a standard practice. The results relate only to the items tested.

Environmental Microbiology Laboratory, Inc. ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

---

Document Number: 200091 - Revision Number: 5

Client: Apex Environmental Consultants, Inc.  
 C/O: Mr. Carl Sharp  
 Re: 7700 Mission, Prairie Village, KS

Date of Sampling: 04-13-2007  
 Date of Receipt: 04-16-2007  
 Date of Report: 04-17-2007

**SPORE TRAP REPORT: NON-VIABLE METHODOLOGY**

Location:	70158I-AA1: EOC		70158I-AA2: Codes office (Grading)		70158I-AA3: Codes office (Luther)		70158I-AA4: Exterior	
Comments (see below)	None		None		None		None	
Lab ID-Version‡:	1272309-1		1272310-1		1272311-1		1272312-1	
	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
Alternaria	1	13	4	53	1	13		
Arthrinium								
Ascospores*	5	67	37	493	2	27	135	1,800
Aureobasidium								
Basidiospores*			6	80			8	107
Bipolaris/Drechslera group								
Bortyris								
Chaetomium								
Cladosporium	4	53	8	107	24	320	12	160
Curvularia								
Epicoccum			1	13	1	13		
Fusarium							1	13
Myrothecium								
Nigrospora								
Other colorless								
Penicillium/Aspergillus types†	4	53						
Pithomyces								
Rusts*								
Smuts*, Periconia, Myxomycetes*	1	13	2	27	2	27		
Stachybotrys								
Stemphylium								
Torula								
Ulocladium								
Unknown								
Zygomycetes								
Background debris (1-4+)††	3+		3+		3+		1+	
Sample volume (liters)	75		75		75		75	
<b>TOTAL SPORES/M3</b>		199		773		400		2,080

Comments:

\* Most of these spore types are not seen with culturable methods (Andersen sampling), although some may appear as non-sporulating fungi. Most of the basidiospores are "mushroom" spores while the rusts and smuts are plant pathogens.  
 † The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.  
 †† Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be actually higher than reported. Background debris also affects the reporting limit for some spore types. The reporting limit is dependent on spore size, background debris, sample volume, and the percentage of the trace analyzed. It is important to account for sample volumes when evaluating dust levels. The minimum reporting limit is based on a raw count of one, which the lowest count that can be detected.  
 ‡ A "Version" greater than 1 indicates amended data.

Client: Apex Environmental Consultants, Inc.  
 C/O: Mr. Carl Sharp  
 Re: 7700 Mission, Prairie Village, KS

Date of Sampling: 04-13-2007  
 Date of Receipt: 04-16-2007  
 Date of Report: 04-17-2007

**MoldRANGE™: Extended Outdoor Comparison**

**Outdoor Location: 70158I-AA4, Exterior**

Fungi Identified	Outdoor data	Typical Outdoor Data by Date†				Typical Outdoor Data by Location‡			
		Month: April				State: KS			
	spores/m3	low	med	high	freq %	low	med	high	freq %
<b>Generally able to grow indoors*</b>									
Alternaria	-	7	27	230	52	13	93	950	69
Bipolaris/Drechslera group	-	7	13	130	13	7	13	130	23
Chaetomium	-	7	13	110	14	7	13	130	8
Cladosporium	160	50	370	4,100	94	53	1,400	17,000	97
Curvularia	-	7	13	210	6	7	25	270	23
Fusarium	13	7	13	110	1	13	27	210	9
Nigrospora	-	7	13	94	7	7	13	93	27
Penicillium/Aspergillus types	-	27	160	1,600	81	53	270	3,700	88
Stachybotrys	-	7	13	320	4	7	13	580	2
Torula	-	7	13	180	13	7	26	170	18
<b>Seldom found growing indoors**</b>									
Ascospores	1,800	13	110	2,500	77	13	350	8,300	82
Basidiospores	107	13	240	5,500	92	18	720	23,000	91
Rusts	-	7	27	270	29	7	27	470	26
Smuts, Periconia, Myxomycetes	-	7	40	430	65	13	80	1,200	77
<b>TOTAL SPORES/M3</b>	<b>2,080</b>								

† The Typical Outdoor Data by Date represents the typical outdoor spore levels across North America for the month indicated. The last column represents the frequency of occurrence. The low, medium, and high values represent the 2.5, 50, and 97.5 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 2.5% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

‡ The Typical Outdoor Data by Location represents the typical outdoor spore levels for the region indicated for the entire year. As with the Typical Outdoor Data by Date, the four columns represent the frequency of occurrence and the typical low, medium, and high concentration values for the spore type indicated. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

\* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

\*\* These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor data" are based on the results of the analysis of samples delivered to and analyzed by Environmental Microbiology Laboratory, Inc. and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. In addition, Environmental Microbiology Laboratory, Inc. may not have received and tested a representative number of samples for every region or time period. Environmental Microbiology Laboratory, Inc. hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the use or interpretation of the data contained in, or any actions taken or omitted in reliance upon, this report.



Environmental Microbiology Laboratory, Inc.  
 14500 Trinity Blvd., Suite 106, Ft. Worth, TX 76155  
 (866) 465-6653 Fax (858) 569-5806 www.emlab.com

Client: Apex Environmental Consultants, Inc.  
 C/O: Mr. Carl Sharp  
 Re: 7700 Mission, Prairie Village, KS

Date of Sampling: 04-13-2007  
 Date of Receipt: 04-16-2007  
 Date of Report: 04-17-2007

**MoldSTAT™: Supplementary Statistical Spore Trap Report**

**Outdoor Summary: 70158I-AA4: Exterior**

Species detected	Outdoor sample spores/m3				Typical outdoor ranges (North America)	Freq. %
	<100	1K	10K	>100K		
Ascospores	[Bar chart showing distribution]				13 - 150 - 4,300	76
Basidiospores	[Bar chart showing distribution]				13 - 310 - 13,000	92
Cladosporium	[Bar chart showing distribution]				53 - 530 - 7,800	95
Fusarium	[Bar chart showing distribution]				7 - 27 - 400	2
Penicillium/Aspergillus types	[Bar chart showing distribution]				27 - 210 - 2,600	86
Smuts, Periconia, Myxomycetes	[Bar chart showing distribution]				7 - 40 - 760	71
<b>Total</b>	[Bar chart showing distribution]					

The "Typical outdoor ranges" and "Freq. %" columns show the typical low, medium, and high spore counts per cubic meter and the frequency of occurrence for the given spore type. The low, medium, and high values represent the 2.5, 50, and 97.5 percentile values when the spore type is detected. For example, if the low value is 53 and the frequency of occurrence is 63%, it would mean that we typically detect the given spore type on 63 percent of all outdoor samples and, when detected, 2.5% of the time it is present in levels below 53 spores/m3.

**Indoor Samples**

**Location: 70158I-AA1: EOC**

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)
Result: 9%	dF: 2 Result: 3.0714 Critical value: 5.9915 Inside Similar: Yes	Result: 0.4444	dF: 7 Result: 0.3661 Critical value: 0.6786 Outside Similar: No	Score: 108 Result: Low
Species Detected	Spores/m3			
	<100	1K	10K	>100K
Alternaria	[Bar chart showing distribution]			
Ascospores	[Bar chart showing distribution]			
Cladosporium	[Bar chart showing distribution]			
Penicillium/Aspergillus types	[Bar chart showing distribution]			
Smuts, Periconia, Myxomycetes	[Bar chart showing distribution]			
<b>Total</b>	[Bar chart showing distribution]			

Client: Apex Environmental Consultants, Inc.  
 C/O: Mr. Carl Sharp  
 Re: 7700 Mission, Prairie Village, KS

Date of Sampling: 04-13-2007  
 Date of Receipt: 04-16-2007  
 Date of Report: 04-17-2007

**MoldSTAT™: Supplementary Statistical Spore Trap Report**

Location: 70158I-AA2: Codes office (Grading)

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)	
Result: 37%	dF: 2 Result: 3.0714 Critical value: 5.9915 Inside Similar: Yes	Result: 0.6000	dF: 7 Result: 0.7500 Critical value: 0.6786 Outside Similar: Yes	Score: 130 Result: Low	
Species Detected		Spores/m3			
		<100	1K	10K	>100K
	Alternaria				53
	Ascospores				493
	Basidiospores				80
	Cladosporium				107
	Epicoccum				13
	Smuts, Periconia, Myxomycetes				27
	<b>Total</b>				<b>773</b>

Location: 70158I-AA3: Codes office (Luther)

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)	
Result: 19%	dF: 2 Result: 3.0714 Critical value: 5.9915 Inside Similar: Yes	Result: 0.4444	dF: 7 Result: 0.3125 Critical value: 0.6786 Outside Similar: No	Score: 118 Result: Low	
Species Detected		Spores/m3			
		<100	1K	10K	>100K
	Alternaria				13
	Ascospores				27
	Cladosporium				320
	Epicoccum				13
	Smuts, Periconia, Myxomycetes				27
	<b>Total</b>				<b>400</b>

\* The Friedman chi-square statistic is a non-parametric test that examines variation in a set of data (in this case, all indoor spore counts). The null hypothesis (H0) being tested is that there is no meaningful difference in the data for all indoor locations. The alternative hypothesis (used if the test disproves the null hypothesis) is that there is a difference between the indoor locations. The null hypothesis is rejected when the result of the test is greater than the critical value. The critical value that is displayed is based on the degrees of freedom (dF) of the test and a significance level of 0.05.

\*\* An agreement ratio is a simple method for assessing the similarity of two samples (in this case the indoor sample and the outdoor summary) based on the spore types present. A score of one indicates that the types detected in one location are the same as that in the other. A score of zero indicates that none of the types detected indoors are present outdoors. Typically, an agreement of 0.8 or higher is considered high.

**Environmental Microbiology Laboratory, Inc.**  
14500 Trinity Blvd., Suite 106, Ft. Worth, TX 76155  
(866) 465-6653 Fax (858) 569-5806 www.emlab.com

Client: Apex Environmental Consultants, Inc.  
C/O: Mr. Carl Sharp  
Re: 7700 Mission, Prairie Village, KS

Date of Sampling: 04-13-2007  
Date of Receipt: 04-16-2007  
Date of Report: 04-17-2007

### **MoldSTAT™: Supplementary Statistical Spore Trap Report**

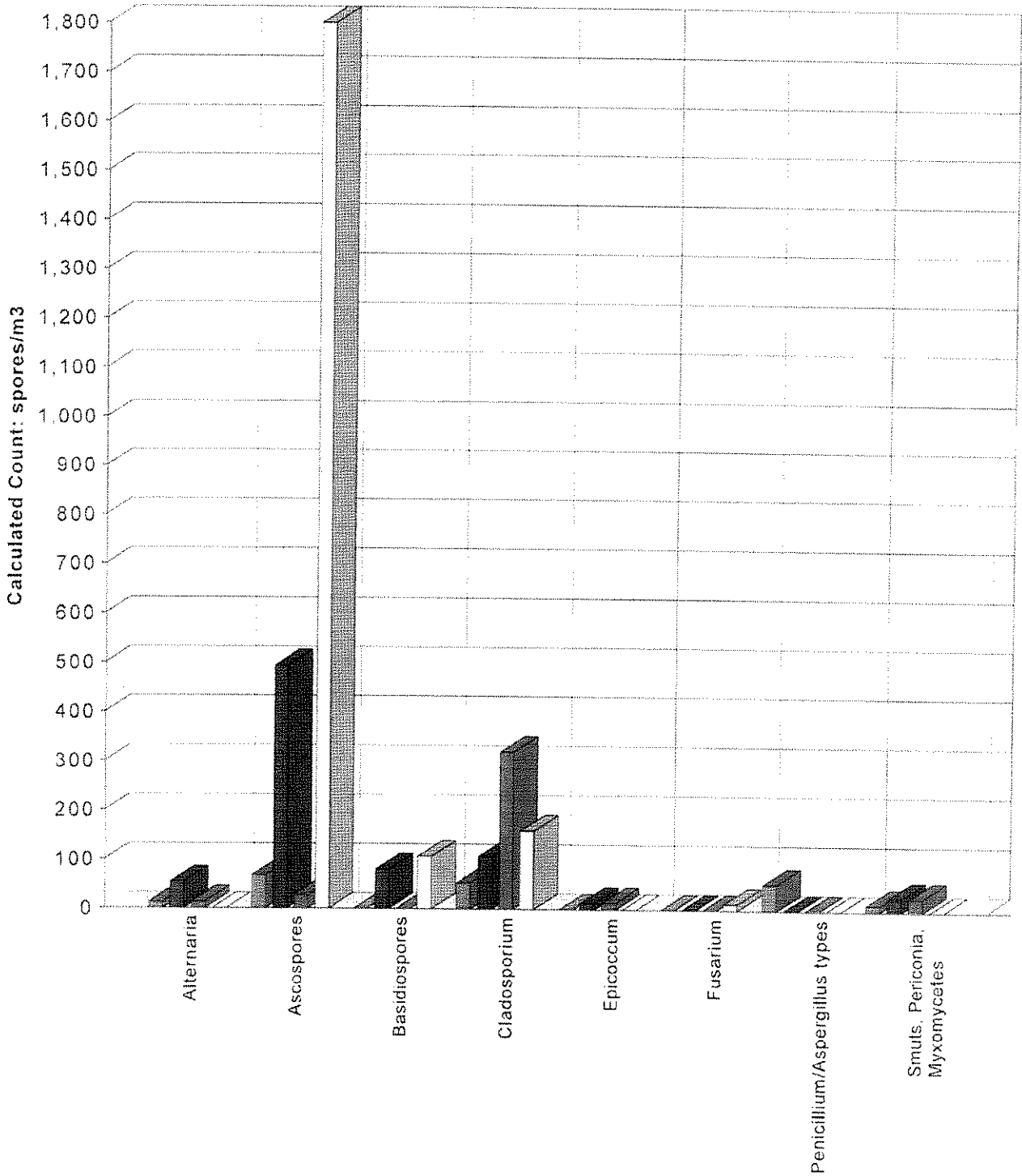
\*\*\* The Spearman rank correlation is a non-parametric test that examines correlation between two sets of data (in this case the indoor location and the outdoor summary). The null hypothesis (H0) being tested is that the indoor and outdoor samples are unrelated. The alternative hypothesis (used if the test disproves the null hypothesis) is that the samples are similar. The null hypothesis is rejected when the result of the test is greater than the critical value. The critical value that is displayed is based on the degrees of freedom (dF) of the test and a significance level of 0.05.

\*\*\*\* MoldSCORE™ is a specialized method for examining air sampling data. It is a score between 100 and 300, with 100 indicating a greater likelihood that the airborne indoor spores originated from the outside, and 300 indicating a greater likelihood that they originated from an inside source. The Result displayed is based on the numeric score given and will be either Low, Medium, or High, indicating a low, medium, or high likelihood that the spores detected originated from an indoor source. EMLab reserves the right to, and may at anytime, modify or change the MoldScore algorithm without notice.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor ranges" are based on the results of the analysis of samples delivered to and analyzed by Environmental Microbiology Laboratory, Inc. and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. With the statistical analysis provided, as with all statistical comparisons and analyses, false-positive and false-negative results can and do occur. Environmental Microbiology Laboratory, Inc. hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the data contained in, or any actions taken or omitted in reliance upon, this report.

### SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

70158I-AA1: EOC    70158I-AA2: Codes office (Grading)    70158I-AA3: Codes office (Luther)  
70158I-AA4: Exterior



**Comments:**

Note: Graphical output may understate the importance of certain "marker" genera.

**Environmental Microbiology Laboratory, Inc.**  
 14500 Trinity Blvd., Suite 106, Ft. Worth, TX 76155  
 (866) 465-6653 Fax (858) 569-5806 www.emlab.com

Client: Apex Environmental Consultants, Inc.  
 C/O: Mr. Carl Sharp  
 Re: 7700 Mission, Prairie Village, KS

Date of Sampling: 04-13-2007  
 Date of Receipt: 04-16-2007  
 Date of Report: 04-17-2007

**DIRECT MICROSCOPIC EXAMINATION REPORT**

(Wet Mount)

Background Debris and/or Description	Miscellaneous Spores Present*	MOLD GROWTH: Molds seen with underlying mycelial and/or sporulating structures†	Other Comments††	General Impression
Lab ID-Version‡: 1272319-1: Tape sample 701581-T5: North wall - behind duct				
Moderate	Few	3+ <i>Cladosporium</i> species	None	Mold growth

\* Indicative of normal conditions, i.e. seen on surfaces everywhere. Includes basidiospores (mushroom spores), myxomycetes, plant pathogens such as ascospores, rusts and smuts, and a mix of saprophytic genera with no particular spore type predominating. Distribution of spore types seen mirrors that usually seen outdoors.

† Quantities of molds seen growing are listed in the MOLD GROWTH column and are graded 1+ to 4+, with 4+ denoting the highest numbers.

†† Some comments may refer to the following: Most surfaces collect a mix of spores which are normally present in the outdoor environment. At times it is possible to note a skewing of the distribution of spore types, and also to note "marker" genera which may indicate indoor mold growth. Marker genera are those spore types which are present normally in very small numbers, but which multiply indoors when conditions are favorable for growth.

‡ A "Version" greater than 1 indicates amended data.

**APPENDIX B**  
**PHOTO LOG**

---

PROJECT NAME: Limited Environmental Fungi Investigation  
PROJECT LOCATION: 7700 Mission Road, Prairie Village, Kansas

PHOTO LOG  
PHOTO DATE: April 13, 2007  
APEX Project No.: 701581



Photo No. 1	View of front (east) side of the building.
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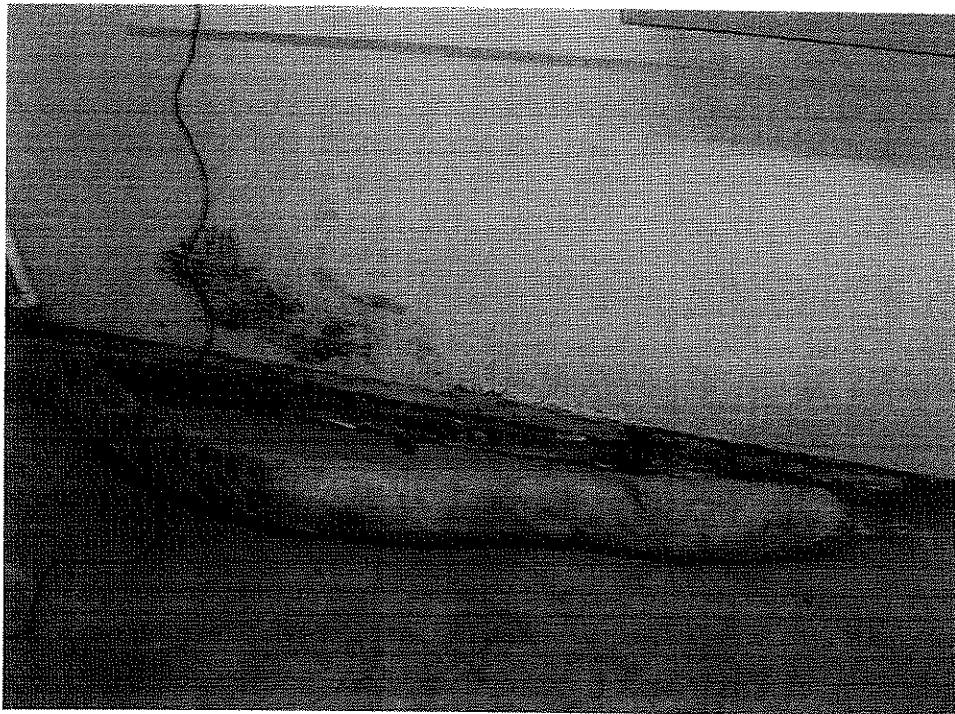


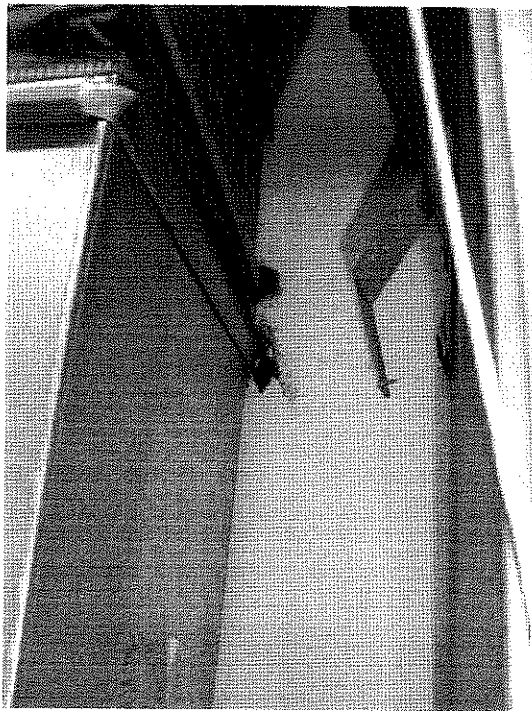
Photo No. 2	View of wall separating the mechanical room and the EOC. Note: Visible fungal growth on gypsum wallboard.
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PROJECT NAME: Limited Environmental Fungi Investigation  
PROJECT LOCATION: 7700 Mission Road, Prairie Village, Kansas

PHOTO LOG  
PHOTO DATE: April 13, 2007  
APEX Project No.: 701581



<b>Photo No. 3</b>	View of wall behind ductwork in the mechanical room. Note: Visible fungal growth and debris from inside supply duct that has impacted on the wall.
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<b>Photo No. 4</b>	Another view of wall behind ductwork in the mechanical room. Note: Visible fungal growth and debris from inside supply duct that has impacted on the wall.
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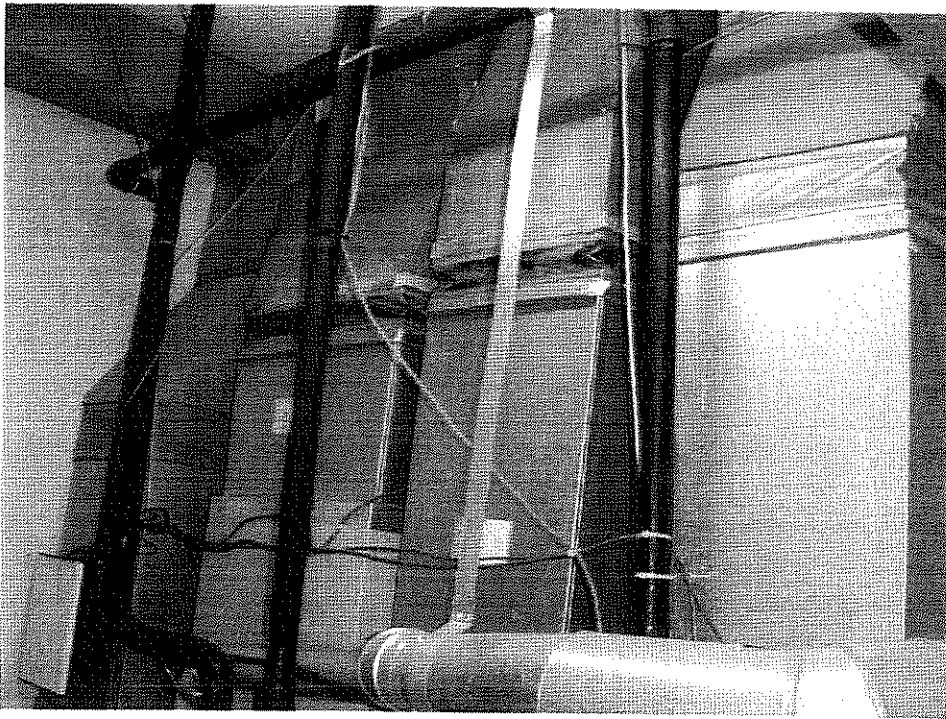


Photo No. 5

General view of the air handlers and associated ductwork located in the mechanical room.

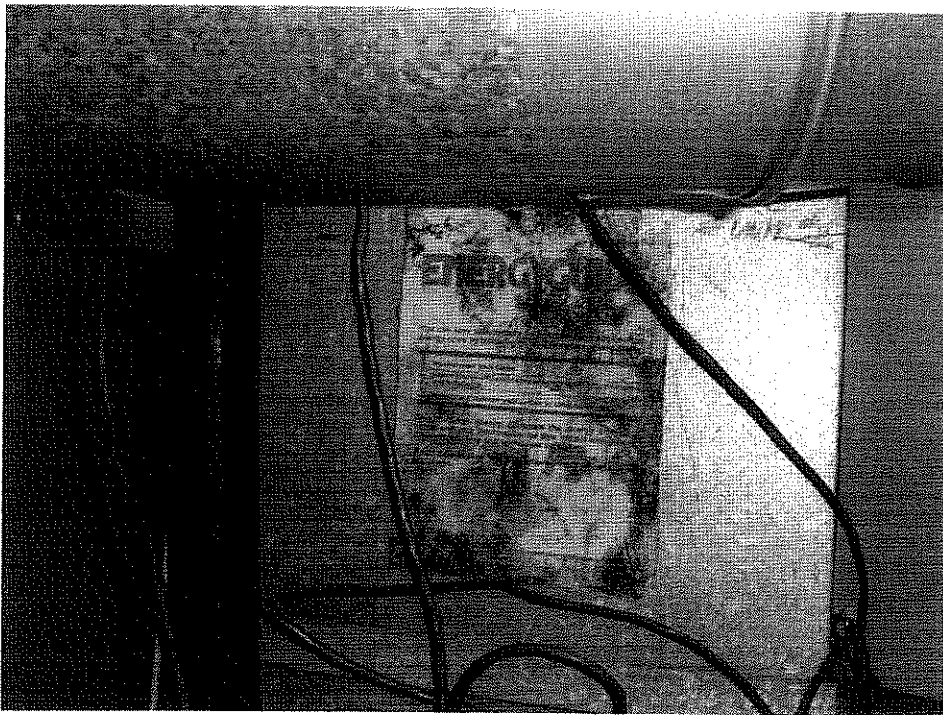
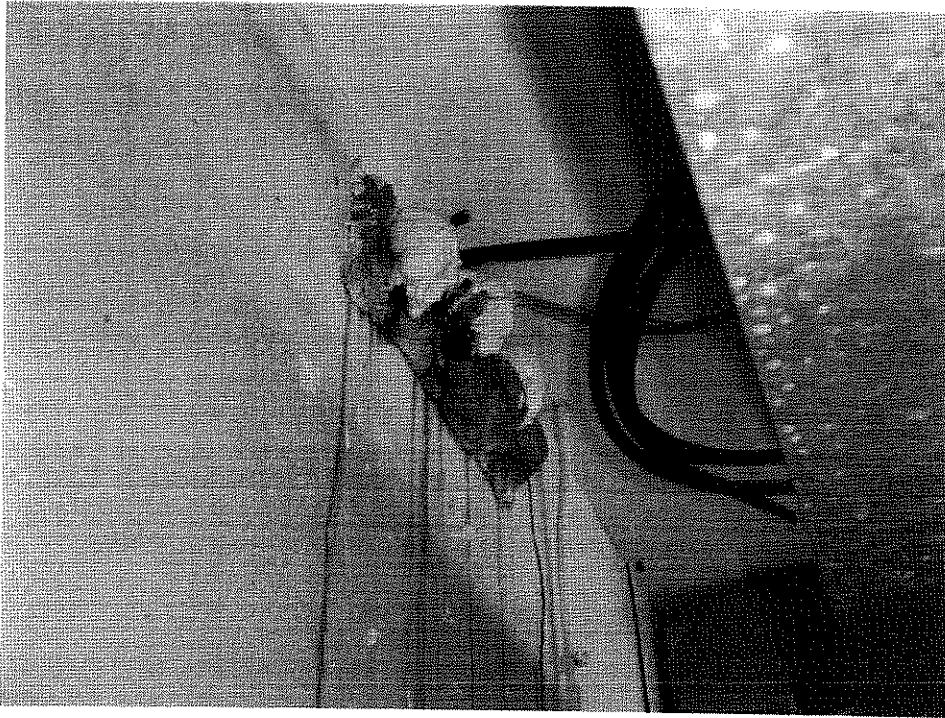
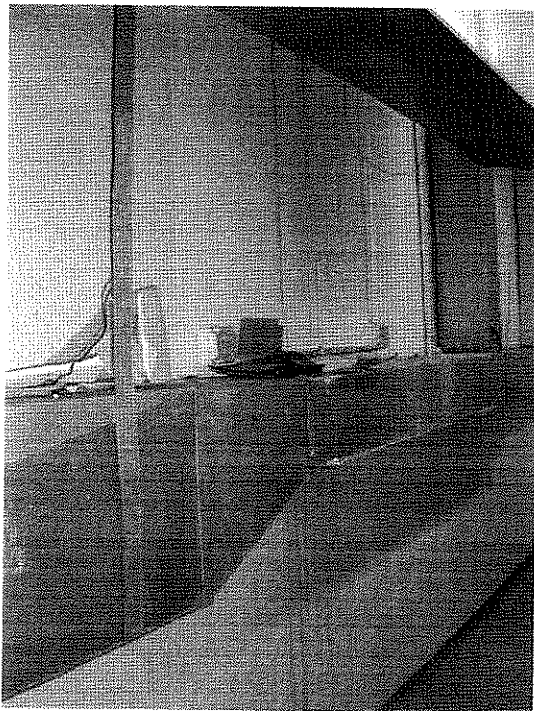


Photo No. 6

View of an air handling unit located in the mechanical room. Note: There is visible fungal growth on the paper label.



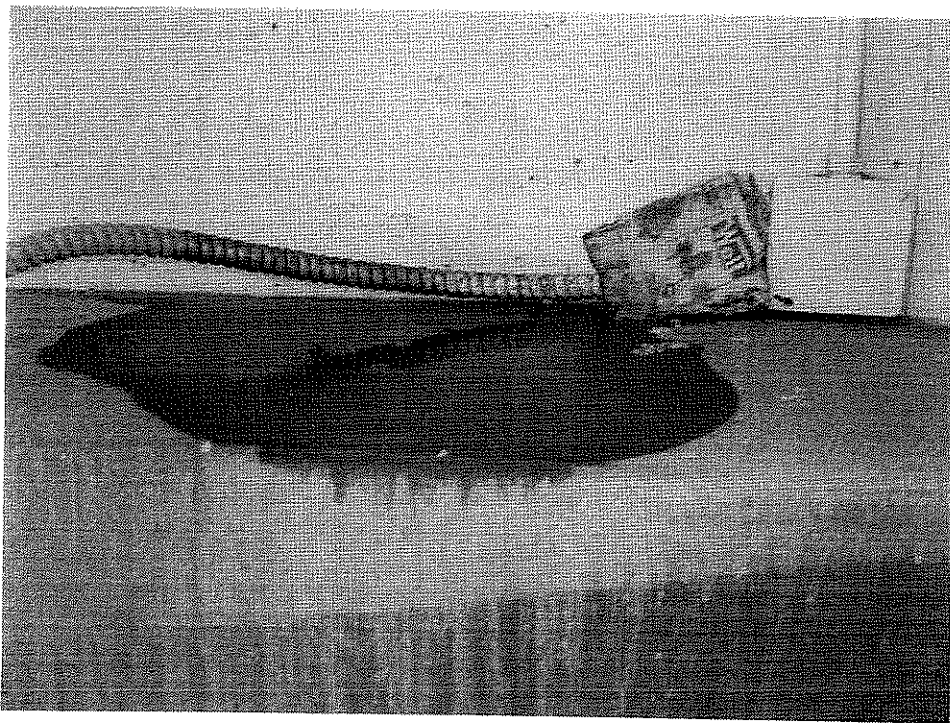
<b>Photo No. 7</b>	View of wall penetrations through the exterior wall. Note: There is visible evidence of past water intrusion.
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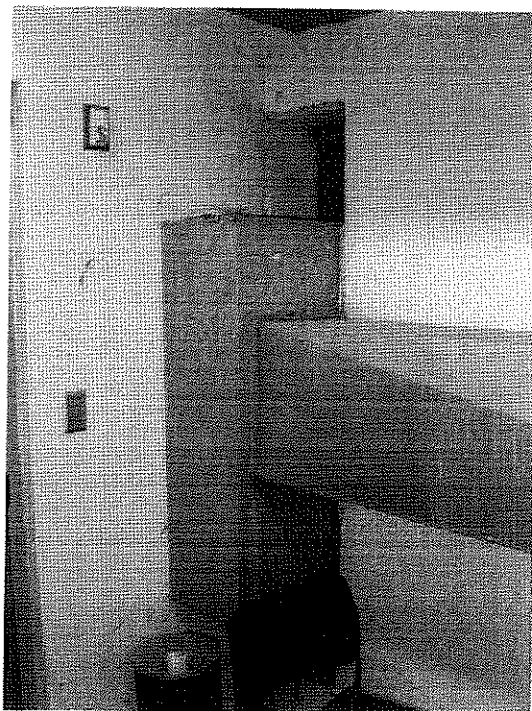
<b>Photo No. 8</b>	View of exterior wall below the wall penetrations in the mechanical room. Note: There is visible evidence of past water intrusion.
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PROJECT NAME: Limited Environmental Fungi Investigation  
PROJECT LOCATION: 7700 Mission Road, Prairie Village, Kansas

PHOTO LOG  
PHOTO DATE: April 13, 2007  
APEX Project No.: 701581



<b>Photo No. 9</b>	View ductwork along exterior wall in the mechanical room. Note: There is water pooling from previous leaks.
--------------------	---



<b>Photo No. 10</b>	View of fresh air intake into mechanical room.
---------------------	--



9111 W. 51st Terrace • Shawnee Mission, Kansas 66203

Phone: 913-648-5300 • Fax: 913-831-2702

March 8, 2007

Mike Helms  
 The City of Prairie Village  
 3535 Somerset  
 Prairie Village, KS 66208

## Prairie Village City Hall

Thank you for the opportunity to offer you this proposal. Upon your approval, the work described below will be performed by the most thoroughly trained air systems cleaning technicians in the area using state of the art equipment and procedures. You can be assured that these systems will be thoroughly decontaminated using "Source Removal" standards and guidelines set forth by the National Air Duct Cleaners Association of which we are a certified member.

### Scope of Work:

- Cleaning of sixteen (16) Air Handling Units (AHU) and all associated ductwork.  
 Air Handling Unit (AHU) cleaning includes fresh air intake ducting, return air ducting, fan sections, coils, dampers and all other surfaces and components of the AHU.  
 Ductwork cleaning includes vertical risers, all associated supply and return ductwork, flex ducting, and diffusers.
- After cleaning, the insulated portions of the AHU's and the ductwork will have a coating applied. The coating is a, EPA registered, thick "paint-like" material designed to lock down the deteriorated lining in the system and guard against the future build-up of microbial contamination.
- Due to concern of microbial contamination, our job scope includes the removal and replacement of all supply and return flex ducting.
- Containment of areas will be of the utmost concern as we do our work. We will zone off the work area with poly-sheeting, cover all desks and have background HEPA filtered negative air scrubbers in place within the work area.
- Some work areas have sheetrock and or fixed tiles to the ceiling the only access we have to the ductwork above these hard ceilings is either to remove light fixtures and/or create access openings through the hard ceiling. If access openings are necessary, our proposal does not include the patching of the ceiling, nor the installation of access doors. We can discuss these options with you as necessary.  
 Access holes - The estimated access holes we will need to make into the sheetrock are as follows: within the Council Room 6-8 access holes, in the East Main Corridor 3-5, access holes and in the West Corridor in front of the restrooms we may require 1 access hole. These are estimations only. If we find good access to some of these areas from adjoining ceilings, with drop ceilings, this will lower the number of access holes that we will require.
- Due to concerns of microbial contamination within the AHU's we recommend that your Mechanical Contractor, that has the service contract for your building, replace the expansion gussets within the AHU's. Also we will may need to work in conjunction with your Mechanical Contractor to access and or remove the coils for our cleaning. Any service charges related to their assistance are not reflected in our proposal.



Authorized Wholesale Distributor  
 HVAC Filtration Products





9111 W. 51st Terrace • Shawnee Mission, Kansas 66203  
Phone: 913-648-5300 • Fax: 913-831-2702

Cost:

Midwest Duct Cleaning proposes to furnish labor, equipment and materials in accordance with the above specifications for the sum of:

Cleaning Labor and Materials	\$15,680.00 - \$17,920.00
Coating and Flex Replacement Labor	\$ 6,160.00 - \$ 7,840.00
Coating Material	\$ 2,080.00 - \$ 3,120.00
Flex Material	\$ 450.00 - \$ 700.00

Please review this information and let me know how I can be of further assistance.

PROPOSAL SUBMITTED BY

Brad Kuhlmann  
Brad Kuhlmann, ASCS  
President

PROPOSAL ACCEPTED BY

\_\_\_\_\_



9111 W. 51st Terrace • Shawnee Mission, Kansas 66203  
 Phone: 913-648-5300 • Fax: 913-831-2702

March 8, 2007

Mike Helms  
 The City of Prairie Village  
 3535 Somerset  
 Prairie Village, KS 66208

### Prairie Village Police Department

Thank you for the opportunity to offer you this proposal. Upon your approval, the work described below will be performed by the most thoroughly trained air systems cleaning technicians in the area using state of the art equipment and procedures. You can be assured that these systems will be thoroughly decontaminated using "Source Removal" standards and guidelines set forth by the National Air Duct Cleaners Association of which we are a certified member.

#### Scope of Work:

- Cleaning of two (2) Roof Top Units (RTU's) and all associated ductwork.  
 Air Handling Unit (AHU) cleaning includes fresh air intake ducting, return air ducting, fan sections, coils, dampers and all other surfaces and components of the AHU.  
 Ductwork cleaning includes vertical risers, all mainline supply ductwork, all variable air volume boxes all associated downside ductwork, flex ducting, and diffusers.
- This job scope does not include the replacement of any flex ducting or the application of insulation coating material (used for deteriorating insulation or microbial contamination). If we find these conditions exist we will document our findings and notify you accordingly.
- Containment of areas will be of the utmost concern as we do our work. We will zone off the work area with poly-sheeting, cover all desks and have background HEPA filtered negative air scrubbers in place within the occupied area.

#### Cost:

Midwest Duct Cleaning proposes to furnish labor, equipment and materials in accordance with the above specifications for the sum of:

Cleaning Labor and Materials	\$12,960.00 - \$14,040.00
------------------------------	---------------------------

Please review this information and let me know how I can be of further assistance.

PROPOSAL SUBMITTED BY

PROPOSAL ACCEPTED BY

Brad Kuhlmann  
 Brad Kuhlmann, ASCS  
 President

\_\_\_\_\_



9111 W. 51st Terrace • Shawnee Mission, Kansas 66203  
 Phone: 913-648-5300 • Fax: 913-831-2702

February 28, 2007

Mike Helms  
 The City of Prairie Village  
 3535 Somerset  
 Prairie Village, KS 66208

### Prairie Village Community Center

Thank you for the opportunity to offer you this proposal. Upon your approval, the work described below will be performed by the most thoroughly trained air systems cleaning technicians in the area using state of the art equipment and procedures. You can be assured that these systems will be thoroughly decontaminated using "Source Removal" standards and guidelines set forth by the National Air Duct Cleaners Association of which we are a certified member.

#### Scope of Work:

- Cleaning of one (1) Air Handling Unit (AHU) and all associated ductwork.  
 Air Handling Unit (AHU) cleaning includes fresh air intake ducting, return air ducting, fan sections, coils, dampers and all other surfaces and components of the AHU.  
 Ductwork cleaning includes vertical risers, all associated supply and return ductwork, flex ducting, and diffusers.
- This job scope does not include the replacement of any flex ducting or the application of insulation coating material (used for deteriorating insulation or microbial contamination). If we find these conditions exist we will document our findings and notify you accordingly.

#### Cost:

Midwest Duct Cleaning proposes to furnish labor, equipment and materials in accordance with the above specifications for the sum of:

<b>Cleaning Labor and Materials</b>	<b>\$1,680.00</b>
-------------------------------------	-------------------

Please review this information and let me know how I can be of further assistance.

PROPOSAL SUBMITTED BY

Brad Kuhlmann

Brad Kuhlmann, ASCS  
 President

PROPOSAL ACCEPTED BY

\_\_\_\_\_





9111 W. 51st Terrace • Shawnee Mission, Kansas 66203  
 Phone: 913-648-5300 • Fax: 913-831-2702

February 28, 2007

Mike Helms  
 The City of Prairie Village  
 3535 Somerset  
 Prairie Village, KS 66208

### Public Works Buildings A & B

Thank you for the opportunity to offer you this proposal. Upon your approval, the work described below will be performed by the most thoroughly trained air systems cleaning technicians in the area using state of the art equipment and procedures. You can be assured that these systems will be thoroughly decontaminated using "Source Removal" standards and guidelines set forth by the National Air Duct Cleaners Association of which we are a certified member.

#### Scope of Work:

- Cleaning of three (3) Suspended Air Handling Units (AHU's) and all associated ductwork serving to Building A.
- Cleaning of one (1) Air Handling Units (AHU) and all associated ductwork serving to Building B.  
 Air Handling Unit (AHU) cleaning includes fresh air intake ducting, return air ducting, fan sections, coils, dampers and all other surfaces and components of the AHU.  
 Ductwork cleaning includes vertical risers, all associated supply and return ductwork, flex ducting, and diffusers.
- As discussed, there are insulation bats above the ceiling tiles. Ceiling tiles and insulation will be moved to gain access to the ductwork. Plastic sheeting and HEPA filtered negative air scrubbers will be used in the course of our work to protect the environment.
- This job scope does not include the replacement of any flex ducting or the application of insulation coating material (used for deteriorating insulation or microbial contamination). If we find these conditions exist we will document our findings and notify you accordingly.

#### Cost:

Midwest Duct Cleaning proposes to furnish labor, equipment and materials in accordance with the above specifications for the sum of:

Cleaning Labor and Materials for Building A	\$2,800.00
Cleaning Labor and Materials for Building B	\$1,680.00

Please review this information and let me know how I can be of further assistance.

PROPOSAL SUBMITTED BY

Brad Kuhlmann

Brad Kuhlmann, ASCS  
 President

PROPOSAL ACCEPTED BY

\_\_\_\_\_



# CHIEF HEATING & COOLING, INC.

---

March 21, 2007

City of Prairie Village  
3535 Somerset  
Prairie Village, KS 66208  
Attn: Mike Helms

Re: Replacement of Defective Flexible Duct Connectors

Dear Mike:

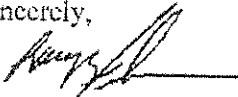
Thank you for giving us the opportunity of submitting our proposal for replacing eighteen(18) flexible canvas duct connectors which are in poor and moldy condition.

We propose to remove and dispose of the existing connectors and install eighteen(18) new connectors for the sum of \$4,218.00.

We do not include replacement of approximately six(6) newer connectors which are not manufactured from canvas material.

Please advise if we can provide any additional information or be of further assistance.

Sincerely,



Larry E. Finkemeier, P.E.  
President

# **CHIEF HEATING & COOLING, INC.**

---

March 26, 2007

The City of Prairie Village  
3535 Somerset  
Prairie Village, KS 66208  
Attn: mike Helms

Re: Ultra-Violet Germicidal Lights

Dear Mike:

Please find attached product information for UV lights. The lights kill a high percentage of mold and many airborne germs. Installed cost for single bulb UV lights is \$625.00 and installed cost of two bulb UV lights is \$1,115.00.

I would recommend two bulb UV lights for all of your systems to kill a larger portion of airborne bacteria.

Please advise if we can provide any additional information or be of further assistance.

Sincerely,

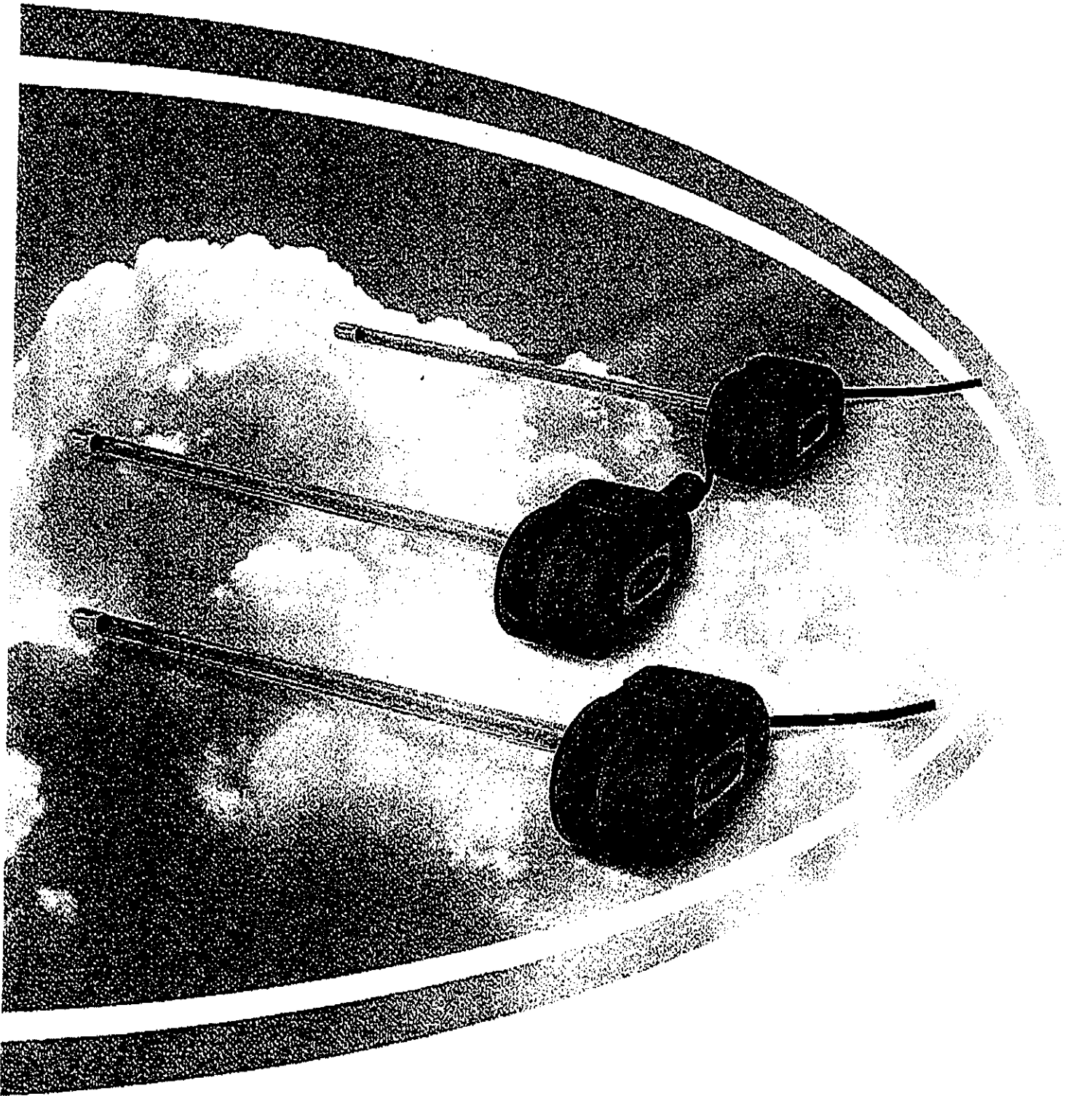


Larry E. Finkemcier, P.E.  
President



# ULTRAVIOLET GERMICIDAL LIGHT

INDOOR AIR QUALITY

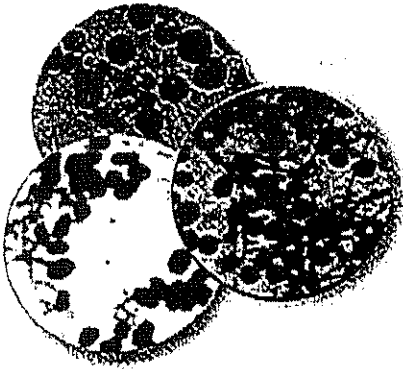


ENJOY FRESHER, CLEANER INDOOR AIR

## CARRIER SHEDS SOME LIGHT ON IMPROVING INDOOR AIR QUALITY.

### INDOOR AIR

Today's homes are designed to do an excellent job of sealing in heated and cooled air to improve energy efficiency. Unfortunately, these airtight homes also trap contaminants that you don't want inside — mold, bacteria, viruses, fungi, dust and other pollutants that can seriously affect your home's comfort and cleanliness. Carrier offers an excellent solution for reducing many of these pollutants, leaving your home with cleaner, fresher indoor air — the Carrier Ultraviolet Germicidal Light (UV Light).



Molds can cause flare-ups of allergy symptoms and in some cases, trigger asthma attacks. Bacteria, viruses and germs also can reside in the air you breathe every day.

Your indoor comfort system can be affected as well. Dust, dirt, mold and other substances can build up on heating and cooling components. Ridding your home of these irritants is important because every time the system runs, it can circulate them throughout the house. And, if they accumulate on the indoor coil, the efficiency of your heating and cooling system can be reduced.

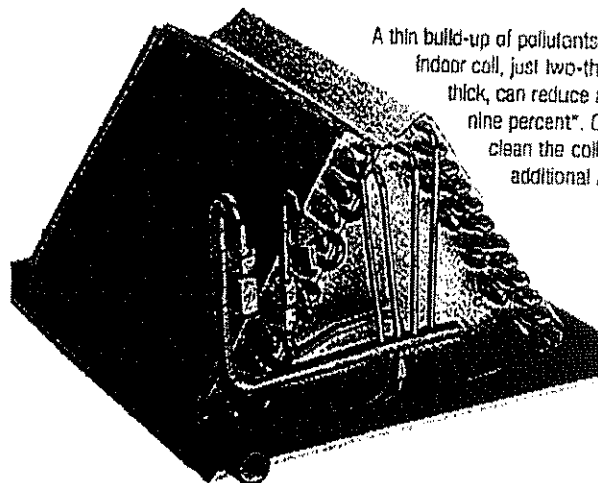
Designed to work with new and existing systems, the Carrier UV Light offers protection for you and your home by reducing the amount of many of these unwanted pollutants.



### AIR CLEANERS AND UV LIGHTS

Air Cleaners improve indoor air quality by trapping airborne pollutants. The Carrier UV Light actually destroys microbial growth on the coil. The Carrier UV Light unit is mounted inside your system, near the indoor coil, where fungus and microbes may grow. The UV Light works to clean the coil and prevent the growth of fungus on and around the

coil by destroying the DNA of the fungus to kill or deactivate it. As a result, when the Carrier UV Light is used in conjunction with a Carrier high efficiency air cleaner, the conditioned air circulating through your home is cleaner and fresher, while the inside of your system stays cleaner for maximum efficiency and performance.



A thin build-up of pollutants on your system's indoor coil, just two-thousandths of an inch thick, can reduce airflow by as much as nine percent\*. Carrier's UV Light can clean the coil and virtually eliminate additional build-up.

\* Estimate reduction based on hypothetical build-up on typical coil. Reduction may vary based on actual coil and system size and characteristics.

# THE CARRIER UV LIGHT DELIVERS PROVEN RESULTS.

## TECHNOLOGY

Ultraviolet light has been used successfully for many years as a sterilization agent in medical and food processing applications.

Now, Carrier has adapted this technology for use in home comfort systems. The UV Light is reliable, non-toxic, and safe — similar to lights used in tanning beds — and, it has been designed for use in new or existing systems. Once activated, the ultraviolet light goes to work right away, cleaning the indoor coil and the air that passes through the system. The Carrier UV Light requires very little maintenance. Just replace the lamp once a year and enjoy enhanced indoor air quality.

## EFFICIENCY

Carrier's UV Light keeps your indoor air cleaner and more refreshed with the efficiency of a 75-watt light bulb. Because it keeps the indoor coil clean, you can expect years of top energy efficiency and lasting operation with minimal maintenance. Best of all, you can relax, knowing that you've made the choice for improved air quality inside your home, backed by the most trusted name in comfort — Carrier.

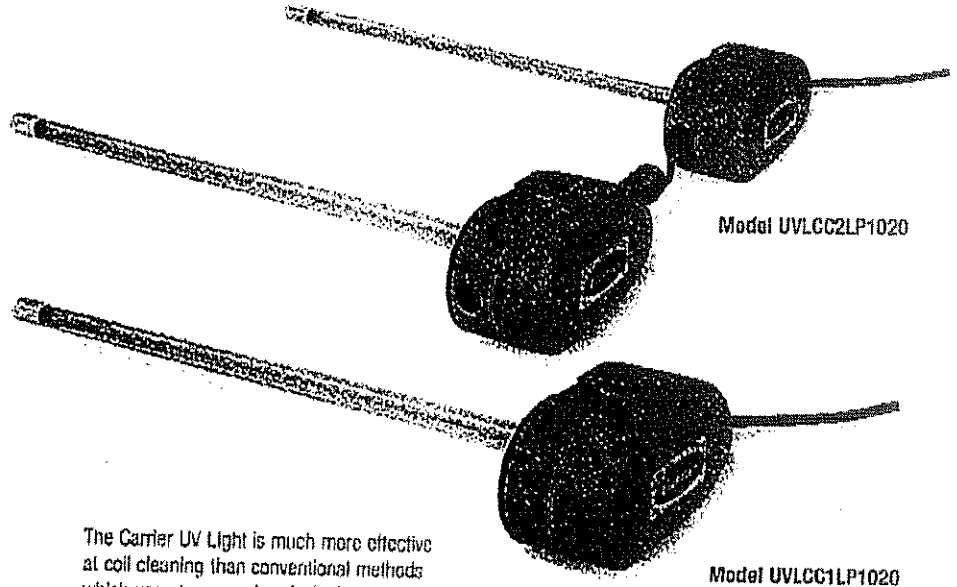
## FEATURES & BENEFITS

Carrier's UV Light lets you enjoy...

...**cleaner, fresher air** when used in conjunction with a Carrier high efficiency air cleaner, as the ultraviolet light waves reduce the amount of molds, fungi, bacteria, and other pollutants.

...**peace of mind** that comes with proven technology. The UV Light is not only effective, it's safe and energy efficient as well.

...**low maintenance** no cleaning required, just replace the lamps once a year. Replacement lamp model UVLXXRPL1020.



The Carrier UV Light is much more effective at coil cleaning than conventional methods which use steam or chemicals that often leave material embedded in the coil. The UV Light is available in double lamp or single lamp models.

*The Carrier UV Light uses shortwave UV-C ultraviolet light to kill bacteria, mold, viruses and other micro-organisms on and around the indoor coil.*

## WARRANTY

Carrier proudly offers the most reliable products in the industry, backed by the best warranties in the industry. The UV Light is backed with a five-year limited warranty. The lamps, which are to be replaced yearly, are backed by a 90-day limited warranty. Extended warranties are also available through your local Carrier dealer. Ask for details today.



# CARRIER CREATES ENTIRE SYSTEMS DEDICATED TO YOUR COMFORT.

## CARRIER SYSTEMS

### Humidifier

As part of a total indoor comfort system, a Carrier humidifier replenishes moisture to dry air.

### Evaporator Coil

A Carrier evaporator coil is matched with the proper outdoor unit to provide top cooling efficiency and years of reliable service. If replacing your outdoor unit, Carrier recommends the replacement of the indoor section as well to remain peak performance and reliability.

### Furnace

Carrier offers a complete line of top-quality, high-efficiency gas and oil furnaces. Your local Carrier Dealer can recommend the furnace that is right for you.

### Air Cleaner—Media or Electronic Filtration

Carrier air cleaners can permanently improve your indoor air quality by reducing the amount of humid and irritating airborne pollutants, leaving your home with cleaner, fresher indoor air.

### Air Conditioner

A complete line of Carrier air conditioners provides reliable, high-efficiency cooling for long-lasting comfort and energy savings. Ask your dealer about environmentally sound Carrier air conditioners with Puron® refrigerant.

### Ultraviolet Germicidal Light

reduces the amount of pollutants, such as mold, bacteria, fungi and viruses, leaving your home with cleaner, fresher indoor air.

### Zoning

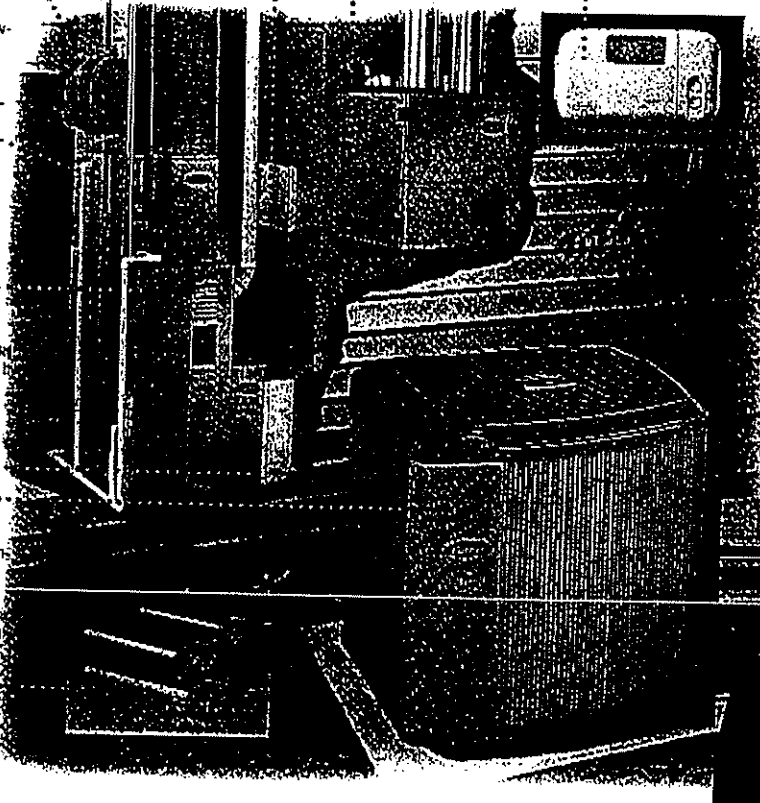
Comfort zoning allows you to set different temperatures for different areas of your home. Enjoy greater comfort and added energy savings with room-to-room temperature control.

### Comfort Ventilator

A Carrier comfort ventilator adds a breath of fresh air to today's tightly constructed home. It combines fresh outdoor air with conditioned indoor air for improved air and energy exchanges.

### Thermostat™ Control

A Carrier Thermostat™ Control is your command center. Precise temperature control and programmable features keep you in touch with your comfort.



**MATCHING COMPONENTS PROVIDE OPTIMUM EFFICIENCY AND SYSTEM PERFORMANCE.**

Carrier air conditioners are designed to match the capacity of your furnace, so you can get the most out of your system.

The overall quality will be superior to other brands. Carrier's commitment to quality is reflected in the fact that we have been a member of the ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) since 1954. All Carrier systems are designed to meet the highest standards of performance.

Carrier's commitment to quality is reflected in the fact that we have been a member of the ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) since 1954. All Carrier systems are designed to meet the highest standards of performance.



## EXPERTISE

Carrier has been on the leading edge of the indoor comfort industry since Willis Carrier invented what we now know as air conditioning in 1902. Since that time, Carrier scientists, engineers and dealers have been providing homeowners with the most advanced indoor comfort technology available.

This technological advantage has enabled Carrier to create indoor comfort systems that match the varying needs of millions of homeowners nationwide. You can rely on your Carrier dealer to evaluate your indoor comfort needs and suggest a system that fits those precise needs.

By recommending the appropriate furnace, air conditioner, humidifier, air cleaner, ventilator, zoning system and control, your Carrier dealer can offer enhanced comfort while improving the efficiency of your system. Ask your Carrier dealer for a system evaluation today.



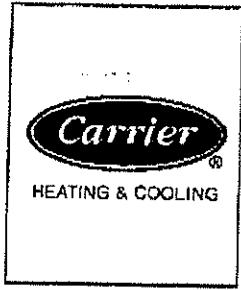
[www.carrier.com](http://www.carrier.com)

A member of the United Technologies Corporation family. Stock Symbol UTX.

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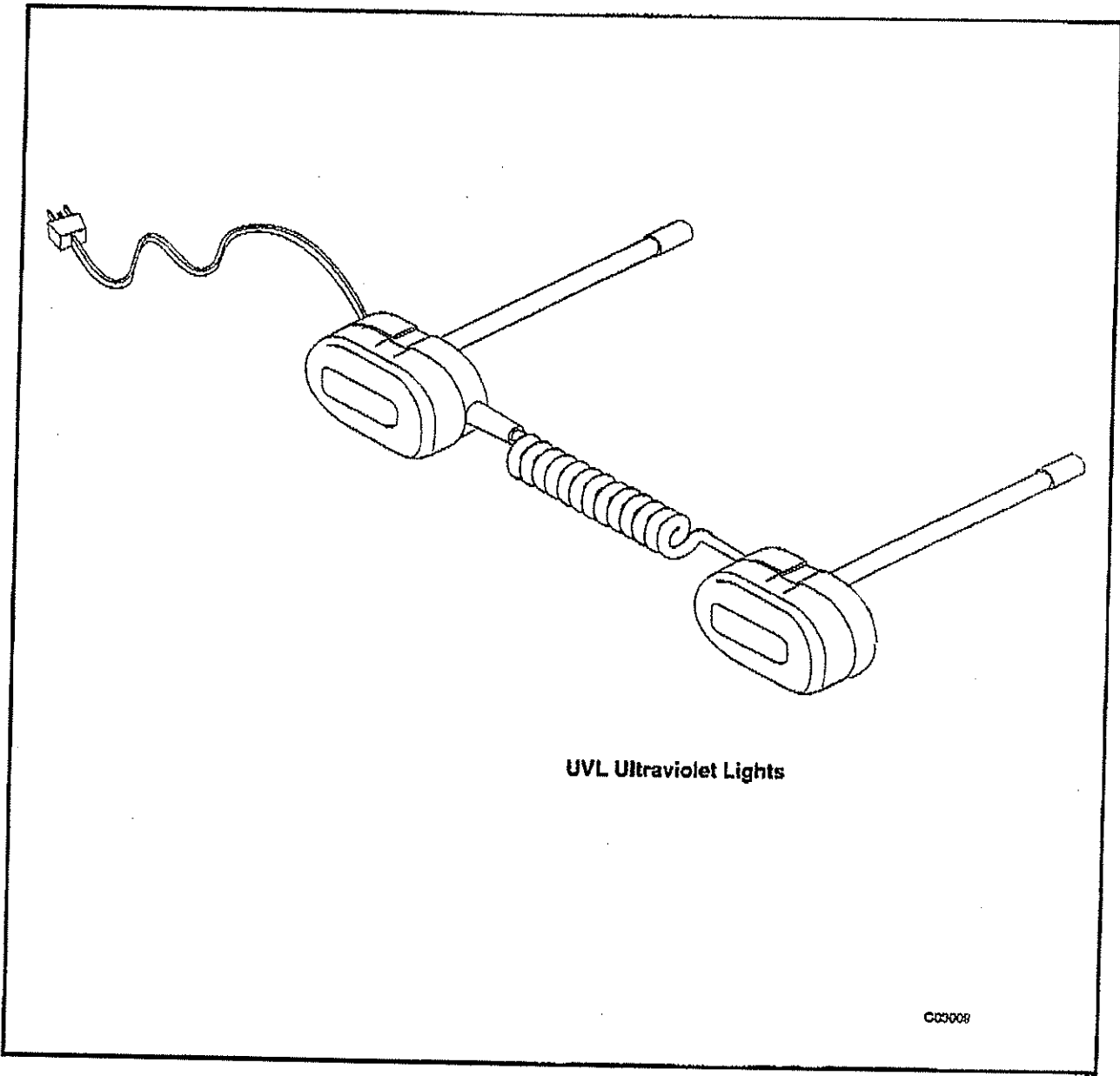
840-050

Manufacturer reserves the right to discontinue, or change at any time, specifications or designs without notice or without incurring obligations.



# Product Data **UVL-Ultraviolet Germicidal Lamp**

Model 1 & 2 Lamp Systems  
115-V & 208/230-V

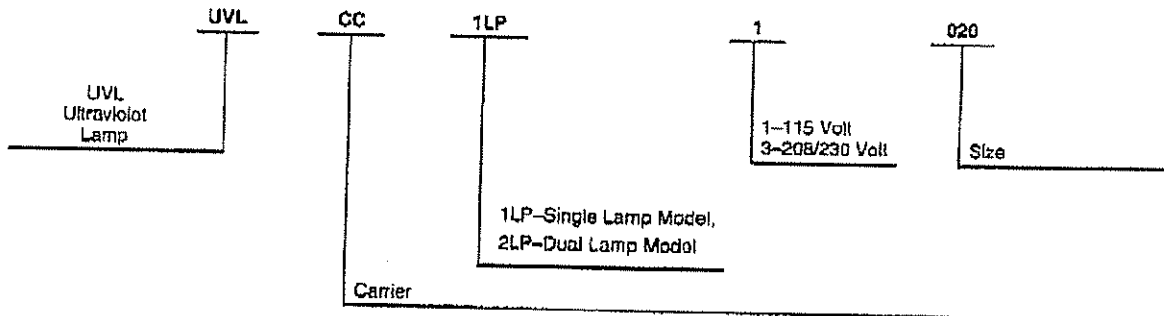


**UVL Ultraviolet Lights**

CG3008

# UVL-Ultraviolet Germicidal Lamp

## Model number nomenclature



## Model UVL

The UVL is designed to inhibit fungus and microbial growth when applied to the indoor coil/drain pan section of a central A/C system.

### FEATURES/BENEFITS

**FOUR MODELS OFFERED**—Available in both single and dual lamp models in both 115-v and 208/230-v to meet needs in different applications.

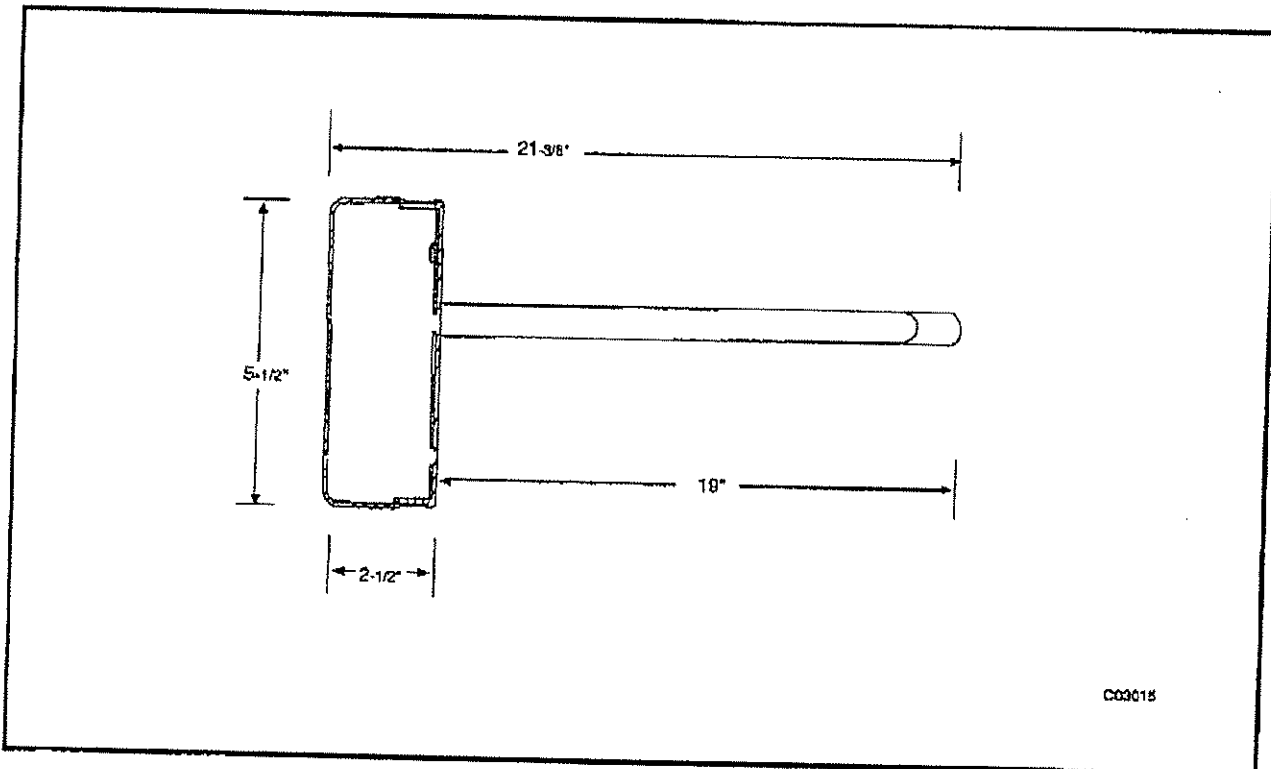
**CLEANER COIL AND IMPROVED INDOOR AIR QUALITY (IAQ)**—The UV Lights work to clean the coil and prevent the growth of fungus on and around the coil by destroying the DNA of the fungus to kill or deactivate it.

**TROUBLE-FREE INSTALLATION**—One hole, 2 mounting screws per lamp and a power source are all that are needed to install.

**NEARLY MAINTENANCE FREE OPERATION**—The only maintenance required is replacing the lamp annually.

**ZERO OZONE OPERATION**—Carrier UV Lamp Systems do not produce ozone.

## Dimensions





# UVL

## Physical data

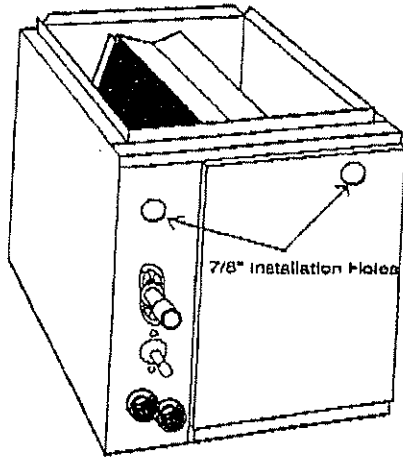
	115-1-60	115-1-60	208/230-1-60	208/230-1-60
Electrical (V-Ph-Hz)	115-1-60	115-1-60	208/230-1-60	208/230-1-60
Maximum Amperage Draw	0.6 Amps	1.1 Amps	0.3 Amps	0.6 Amps
Average Power Consumption	27 Watts	53 Watts	27 Watts	53 Watts
Unit Power Cord (Included) with ground pin plug	6 foot cord	6 foot cord	6 foot cord	6 foot cord
Initial UVC Output at 1 Meter (in microwatts per square centimeter and 70 Deg F) and 450 FPM Airflow	105	198	105	198
Average Lamp Life	1 Year	1 Year	1 Year	1 Year
Lamp Length	18-in.	19-in.	19-in.	19-in.

## Replacement Lamps

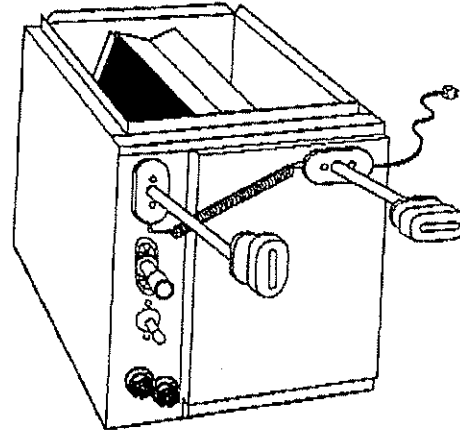
REPLACEMENT LAMP ORDER NUMBERS		
Quantity	Lamp Voltage	ODS Number
1 Lamp/Ballast Assembly	115-1-60	UVLXXRPL1020
1 Lamp/Ballast Assembly	208/230-1-60	UVLXXRPL3020



## Typical Installation



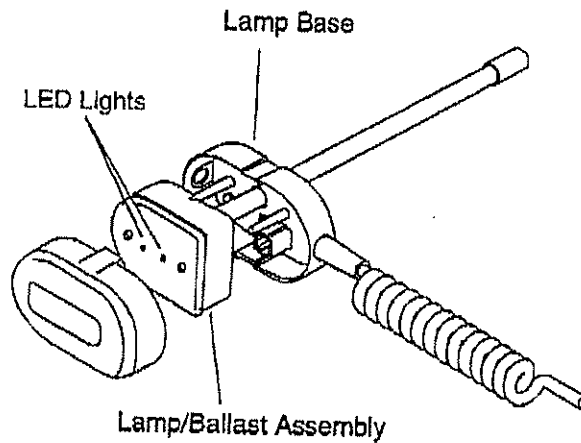
Step 1- Drill or cut 7/8-in hole



Step 2-Mount Base and Slide Bulb Assembly into position, Then Replace Cover

C04813

## Typical Bulb Assembly Change



Note: LED Lights are not lamp change indicators.  
Lamps should be changed annually.

C03004

Carrier Corporation • Indianapolis, IN 46231

5-04



**Carrier**

A United Technologies Company

Manufacturer reserves the right to discontinue, or change at any time, specifications or designs without notice and without incurring obligations.

Book	1	1	1
Tab	1a	5a	8a

Page 4

Catalog No. 02UV-LA1

Printed in U.S.A.

PC 101

Form UVLA-2PD  
Replaces: UVLA-1PD

# **CONSIDER PROVIDING PUBLIC WORKS SERVICES TO THE CITY OF MISSION HILLS**

## **Background:**

On February 22, 2007, Public Works received a letter from Courtney Christensen, City Administrator, City of Mission Hills (copy attached). The letter listed eight services that Prairie Village may consider providing to the City of Mission Hills.

I, Bob Pryzby, requested more specific information about each of the eight services. On March 27, 2007, Ms. Christensen provided a response. I have prepared the following document.

## **1. SNOW AND ICE CONTROL**

### **1. Mileage, width, travel lanes and ADT (average daily traffic) on all streets**

MH has provided a listing of streets and lane miles calculations for each. MH has 50.7 miles lane miles. They do have ADT counts or widths.

### **2. Classification of all streets as to primary (arterial), secondary (collector) and other (local)**

Streets are classified as Priority One and Priority Two for snow and ice control. Priority One streets:

1. 63<sup>rd</sup> Street (both lanes from 63rd Street to State Line Road)
2. Belinder Avenue
3. Indian Lane (Mission to 63<sup>rd</sup> Street)
4. Mission Drive
5. State Line Road (both lanes)
6. Tomahawk Road

Priority Two streets are all the remaining streets. Bid Specifications – *All residential streets and cul-de-sacs; push open one lane down the middle of all streets for emergency vehicles. Generally with a three to four-inch snow storm, MH expects the contractor to push snow curb to curb on all streets within eight hours after the snow storm has ended.*

*Streets that must be kept open during storms:*

- *State Line Road – 71<sup>st</sup> Street to Shawnee Mission Parkway, both sides of the street. Requires constant attention due to icing problems*
- *63<sup>rd</sup> Street – State Line Road to Mission Road, both sides of the street*
- *Tomahawk Road – State Line Road to Mission Road, both sides of the street*
- *Mission Drive - Tomahawk Road to State Line Road*
- *Overhill Road - Mission Drive to Mission Drive*

- *Belinder Avenue – 63<sup>rd</sup> Street to 71<sup>st</sup> Street*

*Trouble spots requiring extra attention:*

- *56<sup>th</sup> Street – from State Line Road to approximately one half block east*
- *Pembroke Lane – from State Line Road to 56<sup>th</sup> Street*
- *56<sup>th</sup> Street and High Drive – entire intersection*
- *Belinder Avenue – Mission Drive to State Park Road*
- *Overhill Road - Belinder Avenue to Mission Drive*
- *Verona Circle – Cul-de-sac*
- *55<sup>th</sup> Street - State Line Road to Mission Drive*
- *High Drive – 63<sup>rd</sup> Street to Mission Drive*
- *High Drive – 56<sup>th</sup> Street to south of 59<sup>th</sup> Street*
- *Oakwood Road – Mission Drive to Overhill Road*
- *59<sup>th</sup> Street - State Line Road to Pembroke Court*
- *Stratford Road – from State Line Road approximately one half block east*
- *Brookwood Road - State Line Road to Drury Lane, east and west lanes*
- *61<sup>st</sup> Terrace – from State Line Road approximately one half block east*
- *Mission Drive – Mission Drive to Indian Lane, from Kauffman Island to Kansas City Country Club gate, over the low-water crossing*
- *Verona Road – from crest of hill to Overhill Road*
- *Verona Road – from 63<sup>rd</sup> Street approximately one half block north*
- *Indian Lane – from 63<sup>rd</sup> Street across low water crossing*
- *Sagamore Rod – from crest of hill to Tomahawk Road*
- *Ensley Lane – 65<sup>th</sup> Street to 63<sup>rd</sup> Street*
- *Norwood Road/Verona Road – 63<sup>rd</sup> Street passed island on both streets*
- *Aberdeen Road – from crest of hill to 63<sup>rd</sup> Street*
- *Wenonga Road – 63<sup>rd</sup> Street to Tomahawk Road*
- *Wenonga Circle – cul-de-sac*
- *Wenonga Terrace – cul-de-sac (Block Island)*
- *Indian Lane – from 63<sup>rd</sup> Street to 64<sup>th</sup> Street*
- *65<sup>th</sup> Street - Mission Road to bottom of hill*
- *65<sup>th</sup> Terrace - Mission Road to bottom of hill*
- *66<sup>th</sup> Street - Mission Road to Indian Lane*
- *Indian Lane – 66<sup>th</sup> Street to Wenonga Road*
- *67<sup>th</sup> Street - Tomahawk Road to east of island (Flag Island)*
- *66<sup>th</sup> Terrace – from crest of hill to Tomahawk Road*
- *Tomahawk Circle – cul-de-sac*
- *65<sup>th</sup> Street - State Line Road to Overbrook Road*
- *67<sup>th</sup> Street - State Line Road to Sagamore Road*
- *67<sup>th</sup> Terrace – from crest of hill to State Line Road*
- *68<sup>th</sup> Street – from crest of hill to State Line Road*

- 69<sup>th</sup> Street – from crest of hill to State Line Road
- Arno Road – from crest of hill to State Line Road
- 69<sup>th</sup> Terrace – from State Line Road passed island (Nymph Island)
- Romany Road - State Line Road to 69<sup>th</sup> Terrace
- 70<sup>th</sup> Street – from crest of hill to State Line Road
- 70<sup>th</sup> Terrace – from crest of hill to State Line Road
- 67<sup>th</sup> Street – from Belinder Avenue approximately one half block east

*In cases of an emergency, contractor must perform emergency clears for EMS, fire and police personnel.*

*Contractor must perform "frost watch" in the spring and fall on bridges at 63<sup>rd</sup> Street, Indian Land and Tomahawk Road. Contractor must come in early on heavy frost mornings and check and/or treat bridges.*

**3. Results parameters desired by classification – i.e., bare pavement or minimum snow cover, how soon cleared after a storm**

Priority One Streets: Begin plowing at two inches of accumulation and must remain clear at all times during a storm (to the extent possible).

Priority Two Streets: Push snow to curb to curb, and treat with appropriate material(s) within eight hours after storm has ended

Bid Specifications: *After each storm, contractor must fill out the attached Storm Record Sheet. Contractor must also conduct a post-storm review session with the crew working the storm to discuss the type of storm, how much material and chemical was used, number of miles plowed, and lessons learned. Contractor must provide a summary of the review session to the City.*

**4. Number of cul-de-sacs and the diameter of each**

1. Tomahawk Circle: 26-ft diameter Island?
2. Verona Circle: 25-ft diameter
3. 70<sup>th</sup> Street: 27-ft diameter
4. Overhill Court (off 68<sup>th</sup> Street): 26-ft diameter
5. Wenonga Circle: 24-ft diameter
6. Wenonga Terrace: 25-ft diameter
7. Pembroke Court 26-ft diameter
8. Brookbank: 25-ft diameter

**5. Provide any prohibition on the use of magnesium chloride be used in addition to salt**

No prohibition. Bid Specification - *Magnesium chloride must include a corrosion inhibitor. Pre-treat salt at a rate of eight to 12 gallons per ton of salt.*

**6. Where is salt and magnesium chloride stored?**

MH has no facilities to store salt or magnesium chloride. Bid Specification: *Contractor must have 500 gallons of magnesium on site at the beginning of October for the City's usage with an agreement to receive additional material as needed within 48 hours. Contractor is responsible for salt storage, in accordance with the Salt Institute's salt storage guidelines. Contractor must have 200 tons of salt available onsite at the beginning of October for City's usage.*

**7. Who pays for the cost of salt and magnesium chloride?**

MH includes cost of materials as part of contracted service. MH agreeable to pay for salt and magnesium chloride directly to vendor.

**8. Provide your expectation when salting activity is to begin**

Bid Specifications - *MH requires 50/50 mix of salt and sand be used on all arterial and residential streets and parking lots. Magnesium chloride must be applied to the salt if temperature is 20 degrees Fahrenheit and falling. The application rate is eight to twelve gallons per cubic yard. The application rate may vary by storm. MH uses the Salt Institute guideline – the same PV follows generally.*

**9. Provide your expectation when plowing activity is to begin**

Generally at two inches. See Bid Specifications

**10. Is salting before a storm permitted?**

Yes, see Bid Specifications

**11. Are street parking bans used? If so, when? How announced?**

MH does not have a street parking ban for snow/ice events. Some streets have permanent "No Parking" signs on one side of street (usually especially narrow streets)

**12. Can residents place snow or ice into the street? Does city re-plow or salt?**

MH prohibits pushing snow/ice into the street

**13. What is the process for receiving resident and staff requests?**

During normal business hours (8:30AM to 4:30PM), Monday through Friday, MH receives reports of trouble spots from residents. These are given to one staff person who then reports them to the contractor. After hours, there is no mechanism for reporting trouble spots, but they can contact the PV Police.

**14. Are there Interlocal Agreements for snow and ice control on city line streets with City of Kansas City, MO, City of Mission Woods, City of Fairway, and City of Prairie Village? If so, please provide a copy or the your expectations**

Kansas City, MO - State Line Road – MH provides snow/ice control on both lanes

Fairway, KS – State Park Road and Belinder Avenue north of low water crossing – Fairway provides snow/ice control on both lanes

Prairie Village – Mission Road – PV provides snow/ice control on both sides of road

**15. Are there any snow and ice control agreements with private entities such as the golf clubs?**

No

**16. List of all private streets and drives with mileage, width, travel lanes and ADT that snow and ice control are provided by the city**

MH does not provide snow/ice control on private streets

**17. Does snow have to loaded and removed from any streets? If so, when? Where is the snow dumped?**

In seven years, MH has never had to haul snow. If necessary, MH would make arrangements with private contractor to haul the snow.

**18. Is snow and ice control to be provided to any parking lots? If so what are the sizes? What are the expectations?**

MH has one parking lot at City Hall. MH requires that the lot be treated prior to 7:00AM (Monday through Friday) with additional treatments as necessary. Snow/ice should be pushed to the southwest corner of the lot. Lot dimensions are 65.5 ft by 231 ft.

**19. What are your requirements for after normal work hours for ice conditions? How soon a response? Who is to request?**

Generally, MH communicates with its contractor prior to arrival of a storm, giving the contractor the authority to be proactive and treat as necessary and in accordance with the specifications. If a call out is made, there is a one hour response time. Call out may be made by City Administrator, Assistant City Administrator and PV Police.

**20. Are there any restrictions on snow and ice control activities after normal work hours?**

No.

**Prairie Village Proposed Snow and Ice Control Service:** The requested snow and ice control service parameters are nearly identical to the services provided to the residents of Prairie Village. To provide these services will require the addition of three trucks and six employees

## 2. STREET SWEEPING

### 1. Are the streets the same as for Snow and Ice Control?

Yes

### 2. Where are street sweepings to be disposed? Who pays for the disposal cost?

MH has no designated disposal site. Contractor is responsible for disposal and includes cost in service.

### 3. Who is to receive street sweeping requests? Special requests?

MH does not take requests for special sweeping as one complete sweep is scheduled for each month.

### 4. Identify the specific areas (streets and parking lots) to be swept prior to and after special events

MH owns a sweeper and does sweeping after special events.

### 5. Identify the number, type and tentative dates of special events

Not applicable.

### 6. List parking lots to be swept and schedule for sweeping

Not applicable as MH grounds maintenance cleans the parking lot at City Hall

### 7. Can residents place grass clippings in roadway? If so, is additional sweeping required?

No

### 8. Is after normal work hours sweeping required?

No.

**Prairie Village Proposed Sweeping Service:** The requested sweeping service is a bit more stringent than provided in Prairie Village. The difference is that Prairie Village does not sweep all streets each month. All Prairie Village arterial and collector streets are swept each month and the residential streets are swept as needed. The City of Mission Hills owns a sweeper and it would be used for this service.



### **3. LEAF PICK-UP**

**1. Are the streets the same as for Snow and Ice Control?**

Yes

**2. Is the removal of leaves (6 – 8 additional times) on all streets?**

Yes

**3. When is leaf removal expected to start? Be completed?**

Generally, leaf removal begins in October and last through part of December. If temperatures are warm, leaf removal occurs in January.

**4. Where are the leaves to be dumped? Who pays for the disposal cost?**

MH has no designated disposal site. Contractor is responsible for disposal and includes cost in service.

**5. Please define “more frequently”**

“More frequently” can mean (while leaves are coming down) continuously for several weeks (3-4) in a row, once the leaves slow down, it can mean every other week for a total of 6-8 leaf pickups.

**6. Is special leaf pickup on streets required?**

No

**7. Is leaf removal required in parking lots?**

No

**8. Is leaf removal from parks required?**

No

**9. Is leaf removal from islands required?**

No

**10. Is after normal work hours leaf removal required?**

No

**Prairie Village Proposed Leaf Pickup Service:** The requested leaf pickup service would be provided by sweeper. Again the sweeper owned by Mission Hills would be used for this service.

### **CATCH BASIN CLEANING**

**11. Are the streets the same as for Snow and Ice Control?**

Yes

**12. How many catch basins are there for cleaning?**

Approximately 445

**13. Are parking lot catch basins to be cleaned? If so, how often?**

No

**14. Identify cleaning parameters such as throats only, internal structure, pipe**

MH requires that the throat and internal structure (box) be cleaned. MH does not require the pipe to be cleaned, but to notify MH who will have a private contractor clean the pipe

**15. Where is debris to be dumped? Who pays for the disposal cost?**

MH has no designated disposal site. Contractor is responsible for disposal and includes cost in service.

**16. Further identify what are the expectations for "spot cleaning"**

"Spot Cleaning" is usually required after a storm event, especially along Indian Lane (Mission Road to 63<sup>rd</sup> Street). MH will generate a list of catch basins to be "spot cleaned". This is done 4-6 times a year.

**17. Is after normal work hours catch basing cleaning required?**

No

**Prairie Village Proposed Catch Basin Cleaning Service:** The requested catch basin cleaning service is essentially the same type as provided to Prairie Village residents.

### **4. POTHoles**

**1. Are the streets the same as for Snow and Ice Control?**

Yes with the following exceptions:

State Line Road: KCMO does the potholes

Mission Road: MH does the potholes

State Park Road: MH does the potholes

**2. Who is to notify of need to patch a pothole/**

MH generates a list of pothole needing repair

**3. Is it expected that the streets will be patrolled for potholes? If so, when?**

No

**4. Method of patching**

Whatever is appropriate

**5. Is after normal work hours patching required?**

No

**6. Is patch material to hot mix asphalt or cold patch? Who pays for material?**

Whatever is appropriate based on the weather. MH may be billed directly for materials

**7. Who makes permanent repair to pot hole?**

MH has a private contractor

**Prairie Village Proposed Pothole Service:** The requested pothole service would be provided the same as provided to residents of Prairie Village. Namely, the repair is done on a received notification and a patrol of streets that are subject to having potholes after storm events.

**5. STORM CLEAN-UP**

**1. Are the streets the same as for Snow and Ice Control?**

Yes

**2. Define “several areas” and “monitored”**

MH will monitor the City for areas in need of clean-up after each storm and provide them to a private contractor. Areas most likely in need of clean-up after a flooding event are:

Indian Lane (Mission Road to Mission Drive)  
Brookbank

**3. Who is to request storm clean-up?**

MH requests the private contractor

**4. Is it expected that the streets will be patrolled for storm debris? If so, when?**

No

**5. Where is debris to be dumped? Who pays for the cost?**

MH has no designated disposal site. Contractor is responsible for disposal and includes cost in service.

**6. Are parking lots to have debris removed?**

No, it is done by the MH grounds maintenance contractor

**7. Is after normal work hours debris removal required?**

Only in the event of an emergency where storm debris may be blocking a roadway making it impassable for emergency vehicles

**8. Who is remove storm debris from ice or wind storms?**

Storm debris from ice and wind storms is handled by private contractor

**9. Who is responsible to remove city and private trees that have fallen, either wholly or partially into the street?**

MH has a private contractor who removes trees fallen in the roadway. Private property owners will be notified if a private tree has fallen into the street.

**Prairie Village Proposed Storm Clean-up Service:** The requested storm clean-up service is similar to that provided in Prairie Village.

**6. SIGN MAINTENANCE**

**1. Are the streets the same as for Snow and Ice Control?**

Yes

**2. Define "regular interval" for painting**

Some signs and poles in MH that have been painted have lasted three years, while others need to be painted every year

**3. What are the criteria for repainting?**

When the backs of signs begin to peel, they are scheduled for re-painting

**4. Provide a list of signs and locations subject to repainting**

All traffic signs are painted black on the back side. There is no inventory as to location or quantity.

**5. Are signs on decorative light poles to be repainted?**

Yes

**6. Is pole painting required?**

The decorative poles do not need to be painted. MH does install round 2-5/8 inch galvanized poles which are painted black. There are also some 2-inch square galvanized poles that are painted black.

**7. Provide type of paint and MSDS sheet**

MSDS sheet is available. Paint is applied with a roller.

**8. How many signs were repainted in each of the last three years?**

No data available

**9. Who is to provide the replacement sign?**

MH can purchase sign directly and keep a stock on hand (current practice) and private contractor installs

**10. Who is to request temporary signs?**

MH is capable of putting up its own temporary signs (during regular business hours) with the exception of 4-way stop signs. PV police get temporary signs for PV Public Works.

**11. Are signs installed to the Manual of Uniform Traffic Control Devices? If not, who is liable?**

For the most part, yes, but there are some instances where the MUTCD is not followed with MH accepting the liability.

**Prairie Village Proposed Sign Maintenance Service:** The requested sign maintenance service is not one provided in Prairie Village. It is a service that Prairie Village could provide to Mission Hills.

**7. CURB SEALING – we seal 20% of the City’s curbs each year, and all new curbing installed in the current year**

**1. Are the streets the same as for Snow and Ice Control?**

Yes

**2. Provide inventory of curbs – location, length and type**

There is no inventory of curbs as to location, length or type

**3. Is the gutter portion to be sprayed?**

Yes, as well as all new sidewalks and new drive approaches installed by MII in the current year

**4. Who determines 20%? Is this by area or specific streets?**

MH has created five separate areas and has one area sprayed each year in addition to the new curbing installed. MH is willing to discuss this practice

**5. What is the product used? Provide MSDS sheet**

Price Salt Sentry. MSDS is available

**6. How much new curbing, on the average, is installed each year?**

No data is available

**Prairie Village Proposed Curb Sealing Service:** The requested curb sealing service is not one provided in Prairie Village. It is a service that Prairie Village could provide to Mission Hills.

**Comments:**

I have consulted with Mike Helms, Public Works Operations Superintendent, about providing the eight services. **Please note** that I have not shared this information with the City of Mission Hills as I felt that the City of Prairie Village City Council should be informed and decide whether to proceed.

I am proposing that all services be provided on an hourly basis. The Work Management system permits an accounting – labor, material, equipment, contractual services – of all Public Works activities. It will accumulate services provided to the City of Mission Hills for each storm, work order, service request and detail the specifics as a basis for monthly invoicing the City of Mission Hills.

Labor will be the average rate of all hourly paid Public Works personnel plus a fringe benefit add-on percentage plus a supervision add-on percentage. Material will be invoiced at actual cost. Equipment will be invoiced at FEMA rates which include operation, maintenance and ownership costs. Contractual services will be invoiced at actual cost. Contractual services are sweeping debris disposal and catch basin cleaning debris disposal. A separate hourly rate will be established for meeting time with the City of Mission Hills – council meetings, city administrator meetings, etc.

The total monthly invoice will have an administration add-on percentage to cover general administrative services provided by staff.

I am proposing that the City of Prairie Village purchase two dump/truck trucks and one maintenance truck, which will be necessary. Estimated cost is \$200,000 for the dump trucks and \$55,000 for the maintenance truck. All three trucks will be capable of plowing snow and spreading salt. The cost of purchase is included in the FEMA rate.

It will be necessary to hire six new employees. During the snow events all six employees would be used for snow and ice control in Mission Hills, as typically storms are manned on a 24 hour basis. During the non-storm events the other seven requested services would be provided by two to three employees. The other employees would be used for Prairie Village services, providing needed additional hours. It would not be necessary to hire temporary help for the summer months.

There is one other issue that neither Mike Helms nor I were hired to provide services to another city. Some sort of additional compensation will have to be considered based on an hourly attendance rate.

**Financial Impact:**

Basically, the City of Mission Hills will be paying for all services rendered on an hourly rate. Mission Hills will reimburse Prairie Village for all materials purchased. Mission Hills will provide the additional compensation for meetings.

The purchase of the three trucks will be financed by the City of Prairie Village and reimburse with the FEMA billing rate.

**Suggested Motion:**

The City Council moves to approve


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**CITY OF PRAIRIE VILLAGE**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DOUG LUTHER   
**SUBJECT:** 2008 BUDGET – ADMINISTRATION PROGRAMS  
**DATE:** 5/15/2007  
**CC:**

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The proposed 2008 budget for these programs (Human Resources, Financial Management, Administrative Services) is expected to decrease by 1.7%

Significant changes within these programs include:

**Personnel Costs**

Personnel costs in these programs will drop by 14% in 2008. This is because the 2007 budget included funding for implementation of the 2006 compensation study. Now that this study has been completed and new salary ranges implemented, the costs have been moved to the appropriate City departments and programs.

**Contract Services**

Contract services reflect costs for items such as legal services, payroll processing, the annual financial audit, credit card processing fees, computer network support services, training for employees, and property and workers compensation insurance premiums. Costs for these services are projected to increase 8.7% or approximately \$16,000 in 2008. This increase is largely attributable to implementation of new payroll processing and Human Resource Information systems in the Spring of 2007.

The 2008 budget for this program also includes \$7,500 for the implementation of an automated time & attendance system. This system is described in the attached decision package. It would eliminate much of the duplicate work performed by supervisors and accounting staff to review & process timecards. The efficiency savings from would likely exceed the costs of the new system. However, efficiency savings are not "hard dollar" savings in the budget. They would not result in enough savings to, for example, eliminate a position. However, they do help accomplish the Council's goal of expanding the City's use of technology to increase efficiency.

The initial 2008 budget request included a wellness incentive program similar to the City's current YMCA membership subsidy program. The cost of this program would have been \$4,400/year. However, it was removed from the 2008 budget request.

**Commodities**



Commodities in this program are projected to increase 3.5%, or \$180

### Capital Expenditures

The 2008 budget includes \$19,300 in capital equipment purchases including:

- Notebook PC / docking station replacement - \$1,800. This is part of the City's scheduled computer replacement program
- Tape Drive Replacement -- \$6,000 The City's network capacity has grown to the point where it will no longer fit on one tape, making it necessary to change tapes twice daily. This process that is inefficient and prone to errors. I explored several backup options. The replacement of the tape drive was the most cost effective solution, though it is not the "ideal" solution. Nonetheless, it will meet the City's needs. A decision memo is attached explaining this request.
- Router Replacement -- \$6,000 -. These routers were both replaced in 1999 and are no longer supported by the manufacturer. If they fail, the City's WAN link would come to a standstill, eliminating the data connection between City Hall and Public Works. A decision memo explaining this item is attached
- Replace Websense Server -- \$5,500 - This is a scheduled replacement of the Websense server which was installed in 2002. This server controls and filters employee access to the Internet in order to prevent viewing of inappropriate web sites on the City network. The existing Websense software can be transferred to the new server. This amount includes the hardware, installation, and conversion of data from the old server to the new one.

The initial 2008 budget request also included \$130,000 for a Corporate Performance Measurement (CPM) and budgeting software system. However, this item was removed from the current proposed budget. A memo detailing this system is attached.

## 2008 Budget Decision Package

Department: Administration  
Program Various

**Question:** Should the City provide a wellness program for employees, based on the current YMCA membership incentive?

### **Background:**

For many years, the City has subsidized employee membership to the Prairie Village YMCA in the amount of 25% of the individual and 15% of the family memberships. This amounts to approximately \$12/month. This amounts to approximately \$165/employee/year when withholding costs are added.

Employees who utilize the YMCA membership are generally pleased with it. However, there are many other facilities in the area that offer programs and services similar to or better than the YMCA which may better meet employees' needs in terms of program offerings, equipment options, and operating hours. This could include locations such as Curves, 24 Hour Fitness, Gold's Gym, and fitness facilities operated by other local governments (Overland Park, Mission, etc.)

Expanding the wellness program to include facilities other than the YMCA would give employees a choice and provide an additional incentive to get in and stay in shape. In the long run, this may help control insurance costs, as healthy employees tend to be sick less, incur fewer on the job injuries, and incur fewer health care expenses.

It would be possible to transition the current YMCA benefit into a more general "fitness benefit." This could be accomplished by providing employees with a fitness stipend of \$12,50/month to employees who demonstrate that they have purchased and maintain a membership at a fitness facility. The YMCA program could continue through payroll deduction without any changes. Employees who choose an option other than the YMCA would have the fitness stipend added to their paychecks.

A second component of the wellness program would be educational. This portion of the program would provide a series of educational opportunities/classes in which employees could become more informed about their lifestyle choices and the impact these choices have on their health. In selecting program topics, staff will look at the City's healthcare cost experience as well as solicit suggestions from employees.

### **Fiscal Impact**

The cost of this program would be wholly dependent on the number of employees that choose to participate in the program.

The City currently spends approximately \$3,000/year on the YMCA subsidy. Assuming these employees continue to receive the YMCA subsidy and an additional 25 employees elect to receive a fitness stipend, the total cost of this program would be \$7,400, an increase of \$4,400.

## 2008 Budget Decision Package

Department: Administration  
Program Financial Management

**Question: Should the City Implement an automated Time & Attendance Management System?**

### Background:

In February, 2007 the City Council approved a replacement and upgrade of the City's Payroll and Human Resources Information System (HRIS.)

ADP, the City's payroll provider, offers an automated time and attendance management system that allows the electronic recordkeeping required to track employees' time worked. Currently, employees complete either paper timesheets or punch timecards. These forms are then reviewed by supervisors and forwarded the Finance staff. The City's Accounting Clerk then manually enters information for all employees into the payroll software system.

The Time & Attendance system would allow employees to record their hours worked on-line, and supervisors would be able to review and submit the electronic "timesheets" electronically. The system would also allow employees to submit and supervisors to review vacation and other leave requests electronically. Because this module is integrated with the payroll system, information is downloaded into the payroll system, eliminating manual data entry of time sheets by Finance staff.

Some City employees, including Public Works crews and pool staff, use a time clock rather than a timesheet. The system features electronic time clocks that will allow these employees to "punch-in" electronically with either a PIN code or a fingerprint. This information can then be reviewed electronically by supervisors and automatically transmitted to payroll. This type of system can improve the accuracy of time records and guard against "buddy-punching" and other potential abuses of a traditional paper timecard system. It is anticipated that this type of system would save Public Works and pool supervisors several hours each pay period. For example, the Public Works Office Manager estimates that this type of system would cut the amount of time she spends on processing the department's payroll by ½. This represents an annual savings of over 200 hours and nearly \$5,000/year. Time and cost savings in other departments would also be achieved

### Fiscal Impact

The Time and Attendance system is subscription based, and requires an annual fee for the service, in addition to a monthly lease cost for the time clocks. Annual costs for this system are \$7,500 and distributed as follows:

On-Line timesheet entry	4,200
Annual Maintenance Fee	325
Time Clocks (3)	2,975
	<hr/>
	\$7,500

## 2008 Budget Decision Package

Department: Administration  
Program Administrative Services

**Question:** Should the City replace the network routers installed in the Municipal Offices and Public Works building?

**Background:**

The computer networks at City Hall and Public Works are connected by a Wide Area Network (WAN) that allows data such as e-mail, web pages, and computer files to travel between City Hall (including the Public Safety Center) and Public Works. The two buildings are linked by a T-1 line that carries both voice and data traffic.

The T-1 line connects to the computer networks at both buildings via a router, a piece of computer equipment that manages data flow between the T-1 and the rest of the network's equipment. The current routers were installed in 1999, and will be nine years old in 2008. Given their age, and the fact that the manufacturer will no longer provide support for them, both routers need to be replaced.

Replacing these routers will bring the WAN, or backbone of the City's computer network, up to current technology. This should be considered part of scheduled computer equipment upgrades, and new routers should last for another 6 - 8 years.

**Fiscal Impact**

It is estimated that the cost to purchase and install the new routers will be \$6,000.

## 2008 Budget Decision Package

Department: Administration  
Program Administrative Services

**Question:** Should the City Upgrade its current network backup system?

### **Background:**

Every night, the data on the City Hall computer network file servers is backed-up and saved on a tape. Tapes are rotated weekly. When not in use, these tapes are kept in a safe at City Hall. These tapes allow the City to restore files which may have been accidentally deleted. They also allow the data stored on the City Hall and Microsoft Exchange file servers to be restored in the event of a failure or disaster.

The current backup technology was installed seven years ago. As the City's network has grown over the years, the current tape backup system can no longer hold all of the data. A temporary solution to this problem has been found by splitting the backup process onto two tapes. However, this approach is not efficient and prone to problems because an employee must change the tape twice per day.

Several approaches were investigated to determine the best way to provide efficient, reliable backup of the data on the City Hall and Exchange file servers. These options ranged from highly advanced remote backup systems featuring real-time backup and replication features to more modest approaches. While a remote backup system would be ideal, it is very costly.

City staff recommends upgrading the backup system to a newer tape and tape drive technology which will enable the City's computer network to be backed-up onto a single tape. This new technology would allow the backup operation to occur overnight, leaving no impact on the day-to-day performance of the network.

This solution would require the purchase of a new tape drive, which would be installed in the existing file server at City Hall. It would also include the purchase of new backup tapes as well as installation.

Performing this upgrade would provide current technology for the City's backup system and allow for a more reliable and efficient backup solution.

### **Fiscal Impact**

The estimated cost for the backup drive, supplies, and installation would be \$6,000.

## 2008 Budget Decision Package

Department: Administration  
Program Financial Management

**Question: Should the City Implement a Corporate Performance Management (CPM) and budgeting software system?**

### Background:

The annual budget is the most important document prepared by the City Council. It is both a financial plan and a statement of the Governing Body's policy priorities. Each year, elected officials spend many hours reviewing budget requests from the City's department managers during a series of meetings. Prior to the City Council's budget deliberations, City staff spends countless hours reviewing their department's past performance in order to develop revenue and expenditure estimates for the coming year.

The process includes consolidating and reconciling data between the City's accounting software system, a Microsoft Access Database, and numerous spreadsheets created and maintained by individual departments. This process is inefficient, frustrating, and prone to errors due to the duplication of effort required to transfer and translate data between these various systems. The end result is that as much time is spent auditing spreadsheets and formatting the budget document as is spent analyzing the actual budget.

One of the greatest challenges encountered using this process is the difficulty of performing forecasting or "what-if" analysis without jeopardizing the consistency and accuracy of the overall budget document. Because there are so many spreadsheets involved, changes made in one spreadsheet may not flow through the entire system, making version control a constant challenge.

Basically, although the current process has been used for many years to develop the City's annual budget, the process is terribly inefficient and requires a tremendous amount of time which could be used more effectively, either for budgeting purposes or for improving services to citizens.

After the 2007 budget was adopted in the summer of 2006, City staff began examining alternative methods of preparing the City's annual budget document and tracking historical budget data.

Discussions with other communities regarding their budget processes revealed that Prairie Village is not alone. Cities in the metro area of all sizes prepare their budgets using a similar system of multiple spreadsheets and duplicate systems which are eventually consolidated and formatted into a single document. A general theme amongst all cities was frustration with the process.

A review of the government finance literature on this subject revealed similar results. While cities have invested in accounting and financial management systems, these systems rarely function effectively during the budgeting process. The primary reason is that accounting systems are designed to record *activities which have already occurred*. Once entered into a system, this information rarely changes. Budgeting, on the other hand, is a dynamic process dealing with *activities which may occur*. During the budgeting process, these numbers are continually in flux on both sides of the budget equation as governments strive to balance revenues with expenditures.

This review revealed that corporate performance management (CPM) systems, which are frequently used in the private sector to assist companies with planning and forecasting, can be applied to government budgeting.

Following up on the information gained during this research, a Request for Proposals was prepared and distributed. The City received responses from three firms. After conducting interviews with

two of these firms and viewing software demonstrations, it was determined that the solution proposed by Clarity Systems would best meet the City's needs. At this point, another interview was conducted during which the City's Department Managers had an opportunity to participate in a demonstration of the Clarity Systems solution. This demonstration revealed that, in addition to budgeting, a CPM system would also allow for more efficient tracking of non-financial information which is maintained in City departments, such as the statistical information used in the Police Department's annual biased-based policing report.

Last Fall, Mayor Shaffer appointed an ad-hoc Finance Committee to examine the City's overall financial condition. This committee includes Bill Griffith, David Voysey, Wayne Vennard, and Charles Clark. The committee reviewed the issues surrounding the City's budgeting process and suggested City Staff present a proposal for a CPM system during the 2008 Budget deliberations.

### Significant Features of the Clarity Solution

#### All Budget Data is in the Same Place

All revenue and expenditure data is stored in a single database. This includes historical data imported from the City's accounting software, as well as current year budget information and future-year forecasts.

#### Integration with accounting system

As part of the system set up, an interface with the City's accounting software would be developed to import actual revenue and expenditure data. The import process could be done as often as necessary, ensuring that department managers have current information. Currently, department managers only have access to financial information via the month end report. Having access to current information would assist departments in tracking day to day expenditures and monitoring their budgets.

#### Server-based System

Because data stored on this system resides on a central database server, multiple users can access the software simultaneously. Security and access features allow for controlled access to portions of the system to maintain data integrity.

#### Notes and Comments

Sometimes the numbers do not provide all the necessary information. This system allows users to attach text comments, notes, and files (documents, spreadsheets, etc.) to a budget line-item to provide additional explanation or supporting information to justify a budget request.

#### HR Planning

Personnel costs (salaries and benefits) represent approximately 50% of the City's total operating costs, and approximately 34% of the total City budget. The current process to plan for salary and benefit expenses involves an overly complex spreadsheet with multiple links, formulas, and assumptions. The proposed CPM system includes an HR Planning module allowing personnel related information to be stored in one place, verified, manipulated, analyzed, then transferred to individual department budgets. This feature also permits "what if" analysis to quickly determine the overall impact of personnel assumptions (merit increases, benefit changes, etc.) on the overall City budget.

#### Reporting

The City's Finance Director currently spends 8 hours each month preparing a financial report - 20 hours for the January report - which is distributed to and reviewed by program managers. This report, like the budget, is a series of multiple, linked spreadsheets, that must be updated on a regular basis, often involving duplicate data entry of data that is already in the City's accounting software system. Any changes to the reporting format, such as adding a new expenditure category or revenue line-item, require extensive renovations to the spreadsheet.

A CPM system would greatly simplify the month end report process by utilizing the interface with the accounting system and building templates to generate these reports. The reports can then be automatically generated by the system and distributed via e-mail.

Just as it would simplify the monthly reporting process, a CPM system would also simplify the preparation of the Annual Report. The Annual Report also contains several linked spreadsheets containing information obtained from the accounting software.

#### Balanced Scorecard / Dashboard Reporting

Again, because all of the City's revenue and expenditure data would be in a central repository, the data can be readily accessed and reported. For example, parameters can be set to allow quick access to information and allow for variance analysis.

#### Non-Financial Information

The CPM system has the ability to track statistical information. Department statistics could be tracked in one place and utilized for reporting and analysis.

#### Capital Outlay

The CPM system includes functionality to assist with the budgeting of capital expenditures.

### **Benefits of the System**

#### Consolidation

One the greatest challenges with the current budgeting process is that data is so widely dispersed throughout the City. Keeping all of the budget data in a single location helps ensure that everyone is looking at the same information and allows for accurate version control.

#### Efficiency

As mentioned earlier, the current budget preparation process requires multiple levels of data entry and duplication of effort. The proposed system would greatly reduce this duplication by hosting information in a centralized database.

On an ongoing basis, the production and distribution of monthly status and performance reports would take minutes rather than hours, providing department managers with ready access to current information.

#### **Fiscal Impact**

At this point, the City began working with Clarity Systems to determine the cost of implementing a CPM system in Prairie Village. The total cost of implementing both the hardware and software components of this system would be \$130,000 distributed as follows:



**Year 1 Costs**

Software License	15,000.00
Annual Maintenance	2,700.00
Design	1,240.00
Training	28,020.00
Consulting	56,000.00
Hardware	15,376.00
Contingency	11,834.00
<b>Total Year 1 Costs</b>	<b>130,170.00</b>

**Year 2 Costs**

Annual Software Maintenance	2,808.00
Hardware Maintenance	1,000.00
<b>Total Year 2 Costs</b>	<b>3,808.00</b>

**Hardware**

The Clarity solution is a browser based system which operates on a Microsoft SQL database server. This approach allows users to access the system through Internet Explorer, eliminating the need to purchase additional desktop computer software.

However, implementing this system would require the purchase of a SQL server and software. SQL is a standard database system used by many public and private sector organizations to maintain large databases. The SQL system offers a greater ability to categorize, sort, calculate, and manipulate data than is offered by Microsoft Excel or Access. In addition, a SQL server, once installed, can host multiple software systems on the same server. In the coming years, it will be necessary to update the City's Municipal Court, Code Enforcement, and Business licensing software. These systems could all be hosted from a SQL server that also supports a CPM system. In essence, at some point in the future the City will need to migrate some of its software systems to larger database systems, and this will likely be a SQL based system. The cost of \$15,376 includes hardware, software, and installation costs for the SQL Server

**Software**

The Clarity solution is a licensed software product, and will require the purchase of software licenses and an annual maintenance agreement. The cost estimates above assume that ten users will be able to access the proposed CPM system.

**Design/Consulting/Training**

CPM software is flexible and can be set up to meet each organization's needs. Because of this flexibility the system requires design and set up assistance in the form of consulting services from the software company. In order to maintain and use the system, City employees must be trained on creating forms and reports. The design, consulting and training costs shown in the cost estimate above include the costs necessary to tailor the CPM system to the City's specifications and the costs of customized training for the City's users.

**Contingency**

A contingency amount of 10% of project costs is also included.

**Implementation**

Implementing CPM would be a major undertaking for the City lasting several months. If this system were approved as part of the 2008 budget, the system would be implemented during 2008. The 2008 budget could be monitored in the system; however, the first annual budget actually prepared using the system would be the 2010 budget, which would be prepared during the Spring of 2009.



Delivering visibility  
and performance.

**Corporate  
Performance  
Management  
Solutions**

## Our Solution - Clarity Performance Management

- ❖ Annual Budgeting
- ❖ Mid-year Forecasting
- ❖ Strategic Planning
- ❖ What-if Modeling
- ❖ Collaboration

**Budget**

- ❖ Management Reporting
- ❖ Ad-hoc Reporting
- ❖ Statutory Reporting
- ❖ Financial Consolidation
- ❖ Detect & Alert

**Reporting**

- ❖ Balanced Scorecard
- ❖ Activity Based Management
- ❖ Strategy Maps
- ❖ Six Sigma
- ❖ EVA

**Methodologies**

- ❖ Business Intelligence
- ❖ Executive Dashboards
- ❖ Metrics & Ratios
- ❖ Data Visualization

**Analyzing**

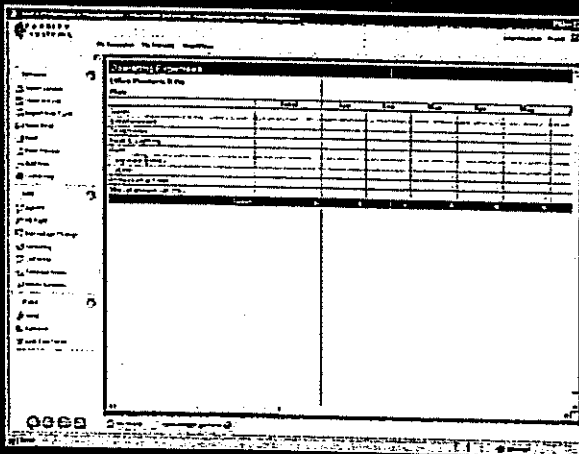
## Solving your Budgeting Headaches

CPM's central database & its easy-to-use Web interface solve many of the typical budgeting problems:

- **Control** – no longer can users add a row or a column to a spreadsheet and throw off your consolidations
- **Trusting the numbers** – with CPM's central database there is now only "one version of the truth"
- **Collaboration** – no longer do you have to copy worksheets out of your workbook and e-mail them out to your users. With CPM, collaboration occurs seamlessly and in real-time.
- **Remote users** – CPM is available over the Web regardless of where you are located
- **Expansion** – add a new department to the CPM database and CPM automatically creates templates for the new department and incorporates the new department correctly into your consolidation rollup
- **Security** – no longer do you have to remember to password protect confidential spreadsheets that are distributed via e-mail. With CPM users can only see the data that they are supposed to see
- **Scalability** – CPM can support tens, hundreds or thousands of concurrent users

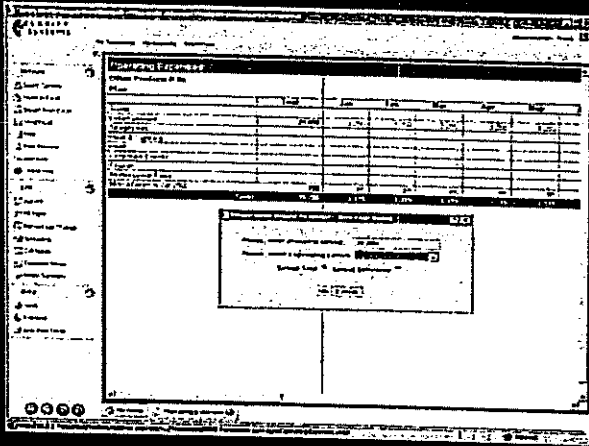
## Better Budgeting – Spreading

CPM takes you beyond spreadsheet budgeting through its superior functionality. Like Spreading...



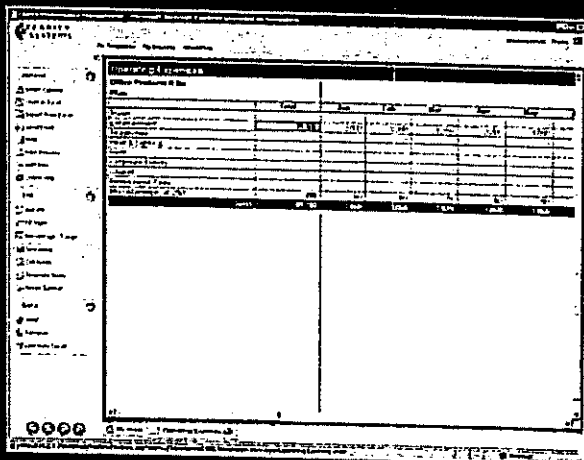
## Better Budgeting – Spreading

In fact you can create any spread method you want like a 4-4-5 or business days or days in month.



## Better Budgeting – Spreading

In fact you can create any spread method you want like a 4-4-5 or business days or days in month.



Notice that we have changed from evenly to a 4-4-5

## Better Budgeting – HR Planning

How about all of your struggles with HR planning such as...

1. Keeping the information secure
2. Properly calculating benefits including caps
3. Splitting an employee's salaries between more than one department
4. Moving employees between departments
5. Calculating versions of the plan with different merit increase percentages
6. What-if modeling – what happens to the bottom line if various HR assumptions (like merit increase %, bonus rates, etc.) are changed?

## Better Budgeting – HR Planning

In CPM, HR planning is 100% customizable to your organization. Set up your positions, benefit calculations, merit increase percentages etc. Here you are seeing just one example of what an employee screen could look like.

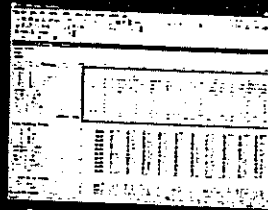
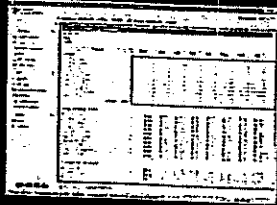
The image displays two screenshots of the CPM HR Planning software interface. The left screenshot shows a form for setting up an employee position. The right screenshot shows a data table with columns for various HR metrics and a summary row at the bottom.

Position	Job Category	Salary	Merit Increase (%)	Bonus (%)	Annual Allowance	Other Costs
...	...	...	...	...	...	...
Summary						

Whether you're a financial services organization tracking HR costs by person, a law firm calculating billable hour revenue and utilization rates, a government contractor applying markup percentages to employee earnings or a hospital planning by shift, CPM's HR Planning module will work for your industry.

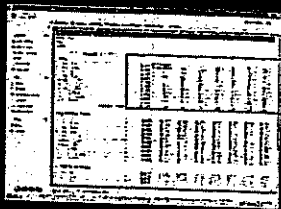
## Better Budgeting – Work Online or Offline

Generally, users run reports or enter data over the Web.  
But, if you want you can use the 'Open in Excel' option to copy your CPM template into an Excel worksheet.

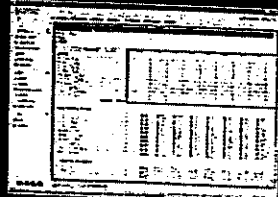


You are now in Excel.

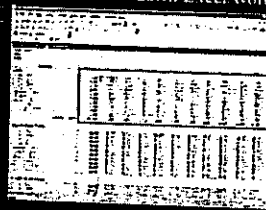
The budget manager can now fill out their data in a locked down Excel worksheet.



Choose the 'Import from Excel' option to update the information in CPM with the information from Excel.

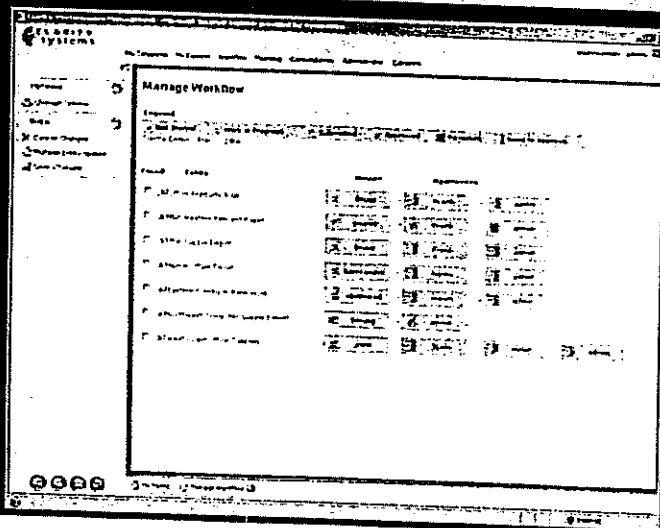


When the budget manager is ready to go back online, simply open CPM to the same template.



## Managing the Budget Process - Workflow

CPM helps you track the status of the budgeting process with CPM's Workflow Management module, where budgets can be submitted and then approved or rejected.



## Forecasting – Reforecasts & Rolling Forecasts

Reforecasting and rolling forecasts are easily created and maintained within CPM, allowing you to mix actuals fed in from the General Ledger with planning months from prior forecasts.

From here you can now update your remaining plan months.

The screenshot shows a software window titled 'Roll Forecasting'. It contains a table with multiple columns, likely representing different time periods or categories. The table is filled with numerical data, and there are various menu options and toolbars visible around the window.

## Reporting – Financial Statements

Just like data entry templates, reports are designed in Excel and then published to the Web. And, with CPM each report is automatically available for your entire organizational structure.

The screenshot shows a software window titled 'Cost & Profit Statement'. It displays a financial statement with various sections including 'Sales', 'Cost of Sales', 'Gross Margin', 'Variable Costs', and 'Fixed Costs'. The table contains numerical data for each category, and the interface includes a sidebar with navigation options.

Furthermore, with CPM's Report Books module, you can schedule & publish groups of reports in a variety of formats, including: .pdf, .xls, .html or .txt files.

## Reporting – Ad-hoc

CPM creates an easy to use environment for users to perform their own analysis.

The screenshot shows a reporting canvas with a table. The table has columns for 'Gross Margin' and 'Accounts'. The data is as follows:

Account	Gross Margin	Accounts
Account 1	123456	Account 1
Account 2	234567	Account 2
Account 3	345678	Account 3
Account 4	456789	Account 4
Account 5	567890	Account 5

Start with an ad-hoc reporting canvas.

Doubleclick on Gross Margin to drill through on your accounts.

## Reporting – Ad-hoc

CPM creates an easy to use environment for users to perform their own analysis.

The screenshot shows a reporting canvas with a table. The table has columns for 'Gross Margin', 'Quarter 1', and 'Accounts'. The data is as follows:

Account	Gross Margin	Quarter 1	Accounts
Account 1	123456	123456	Account 1
Account 2	234567	234567	Account 2
Account 3	345678	345678	Account 3
Account 4	456789	456789	Account 4
Account 5	567890	567890	Account 5

Start with an ad-hoc reporting canvas.

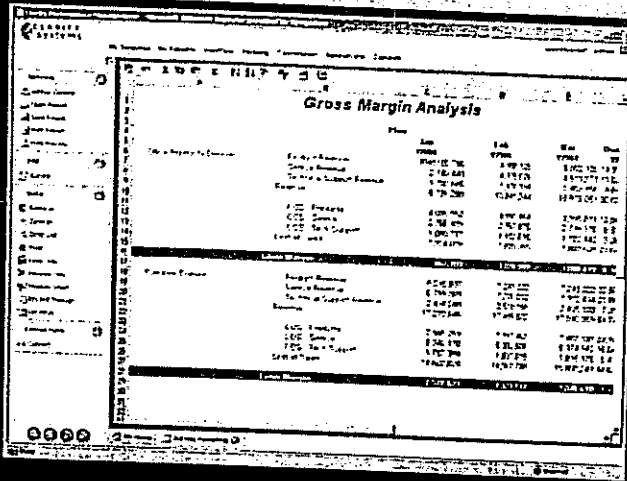
Doubleclick on Gross Margin to drill through on your accounts.

Doubleclick on Quarter 1 to drill through to the months.



## Reporting – Ad-hoc

CPM creates an easy to use environment for users to perform their own analysis.



Start with an ad-hoc reporting canvas.

Doubleclick on Gross Margin to drill through on your accounts.

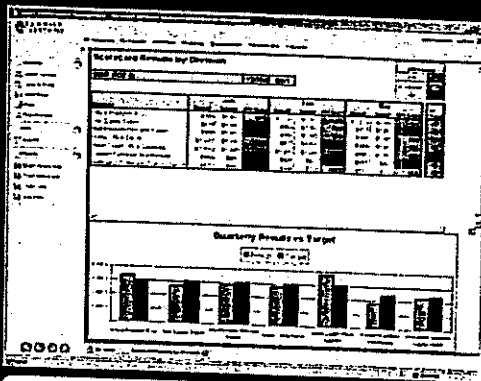
Doubleclick on Quarter 1 to drill through to the months.

Pivot on Office Products Inc. and then drill down to the divisions.

Begin to format your report.

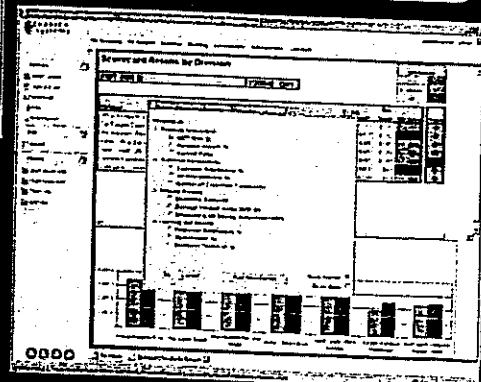
Save your new report.

## Reporting – Balanced Scorecards



The scorecard metrics are fully customizable to your organization.

Take your reporting to another level through the incorporation of a balanced scorecard allowing you to set acceptable ranges of performance and then monitor that performance for areas that require attention.



## Next Steps

CPM is one of the hottest Corporate Performance Management tools in the marketplace. We encourage you to continue your evaluation through our one-on-one interactive online demo.

For additional information or to schedule an online demo please contact Rachel Jordan at Clarity Systems.

Rachel Jordan

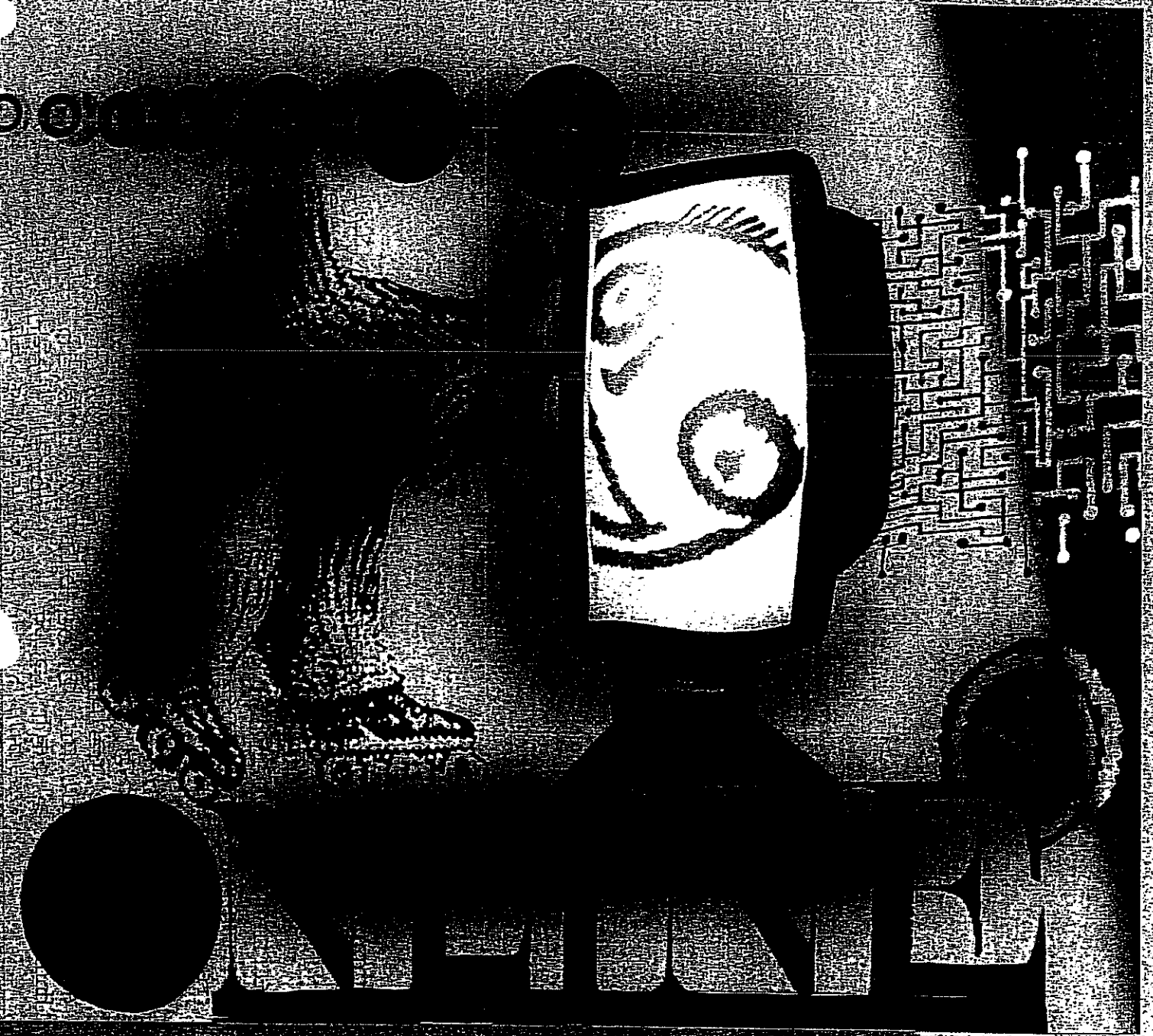
[Rachel.Jordan@claritysystems.com](mailto:Rachel.Jordan@claritysystems.com)

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## **BUDGETING TECHNOLOGY:**

# **A Private Sector Solution for an Enduring Public Sector Problem?**

**BY SHAYNE C. KAVANAGH AND JOHN RUGGINI**

Budgeting has been traditionally one of the most difficult of government business processes for technology to support. Each government's budget process is distinct, making it a challenge for vendors to develop one software solution that will work across many environments. Further, the government budgeting process has an indispensable political element to it. By its nature, this political side to budgeting is difficult to encapsulate within a software package. The purpose of this article is to explore briefly the public sector's experience with technology for budgeting and, primarily, to examine the applicability to the public sector of a technology commonly used in the private sector for budgeting and planning called "corporate performance management" (CPM).

## PUBLIC SECTOR EXPERIENCES WITH BUDGETING TECHNOLOGY

The most common technological solution applied to public sector budgeting has been the ubiquitous spreadsheet program, Microsoft Excel. The familiarity of most users with Excel, its low cost, and its adaptability to many data entry and calculation requirements makes it a natural initial choice for a solution. However, Excel has a number of limitations as a government-wide budgeting solution. Foremost is that Excel was designed as an individual productivity tool, not a collaborative budgeting and planning application. Hence, it is difficult for users to share work, often necessitating a series of complex (and fragile) linkages between different spreadsheet files. A related point is security. Again, because Excel was not designed for collaborative work, the features for securing elements on sheets to which users share access are limited. Additionally, Excel does not contain certain technological features that are very useful for budgeting. For example, Excel lacks powerful reporting and drill-down features that would be useful for budgetary analysis, it cannot easily provide powerful statistical calculations for long-term forecasting, and it does not provide the ability to monitor and manage submittal processes.

The limitations of Excel have prompted governments to look for other solutions. For some governments, a common choice to turn is the vendor that provides the government's

financial management and accounting system. In many cases, the budgeting modules of financial management systems have proven to be a significant improvement over Excel and have satisfied the government's needs. However, sometimes these solutions have been found wanting. Perhaps the most important problem has been that the budget systems offered by some financial system vendors not surprisingly are developed similar to accounting systems: they are designed to emphasize transaction processing efficiency. This efficiency comes at the expense of process flexibility and data accessibility.

A mantra of financial management system implementations is to "change your process to fit the software" — in other words it is better to conform the government's business process to that supported by the software than to customize the software. While this may be acceptable for administrative support processes like accounting or purchasing, it may not be acceptable for budgeting where a government's distinct

Each government's process is distinct, making it a challenge for vendors to develop one software solution that will work across many environments.

process features may exist for reasons of legal or political necessity or due to financial management preferences. For example, park acreage might be a key variable in how a city budgets for park operating costs. If park acreage is not supported as a budgeting variable by the budgeting module, then the module would have to be customized (possibly leading to complications with technical support) or the budget staff would have to develop a series of complementary spreadsheets outside of the module to track this variable, thereby fragmenting the information used for decision making.

To take another common example, budgeting modules often are tightly coupled to the accounting module and the chart-of-accounts string. This requires budget submitters to formulate their requests by accounting entity. However, the organization may prefer to budget by program, goal, or other entities that are not part of the chart-of-account string. Hence, a government may find that the budgeting process supported by a financial management system module is simply not compatible with its requirements.

Some of the technical features of transactional-oriented budget modules also limit their utility for budgeting. They often lack a spreadsheet-like user interface that allows manipulation of multiple cells of data simultaneously. Also, transactional systems are not typically designed to maximize accessibility to

data, which can complicate reporting and analysis during the budget season. Finally, because these budgeting solutions are designed as modules of larger financial systems, they sometimes are not suitable as stand-alone solutions. Thus, it may not be practical to procure the budget module without also procuring the other components of the financial management system. For many governments, it may not be reasonable for its budgeting requirements to drive its selection of financial management systems or vice-versa.

The level of dissatisfaction with budgeting technology has been borne out by GFOA survey research. GFOA polled winners of its Distinguished Budget Presentation Award with operating budgets between \$250 million and \$500 million in order to determine their satisfaction with their existing technology for budgeting.<sup>2</sup> GFOA found that 64 percent of the respondents were satisfied or very satisfied with their current solutions for operating budgeting. This number rose slightly when considering just those who were using a module of their financial management system (68 percent) and dropped dramatically for those using a spreadsheet-based system (50 percent). While 64 percent is not an impressive level of satisfaction (the equivalent of a "D" in most schools), for capital budgeting systems and performance measurement technology, the satisfaction levels were much worse. Only 39 percent were satisfied or better with their solutions for capital budgeting and only 24 percent for performance measurement technology. Further, the proportion of respondents using their financial management system vendor's solution for capital budgeting and/or performance measurement decreased dramatically compared to operating budgeting, suggesting that these vendors' solutions are not satisfactory for these purposes.

### The Full Report

GFOA has produced a research report entitled "Market Research Report for Budgeting Technology Solutions." This report contains the full results of the survey conducted by GFOA as well as a wealth of other information on budgeting technology, including CPM. The report is available, free-of-charge, on the GFOA Research and Consulting Center's Web site: [www.gfoa.org](http://www.gfoa.org) or contact the author at [Skavanagh@gfoa.org](mailto:Skavanagh@gfoa.org).

As a result of dissatisfaction with the traditionally available solutions for budgeting, some governments are now considering the use of a technology that has gained in popularity for planning and budgeting in the private sector<sup>3</sup> — corporate performance management or CPM.

## WHAT IS CORPORATE PERFORMANCE MANAGEMENT?

Corporate performance management (CPM) is a type of decision-support or analytical software that is designed to be integrated with transactional systems (e.g., accounting, payroll systems) in order to provide superior analytical capabilities. This is accomplished through best-in-class analytical technologies (e.g., reporting tools), by providing a repository in which to consolidate data from multiple transactional systems for analytical purposes, and by storing that data in a format designed to maximize accessibility instead of transaction processing speed. More specifically, the Gartner Group, an IT analyst firm, defines a CPM product as having the following application components:<sup>4</sup>

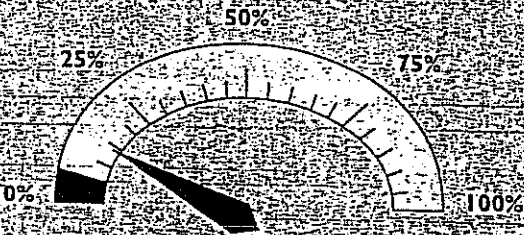
- **Budgeting, planning, forecasting.** This includes the capacity to create planning models for both long- and short-term plans, to manage submittals to those plans (e.g., budget requests and approvals), and to link planning information with important systems for budget execution, such as the general ledger. Planning models are central to the CPM system because they describe what data will be contained within the system and how data elements will be organized and related to each other within the system.
- **Activity-based costing and management.** CPM products provide the ability to analyze costs and performance at a detailed level by storing and providing access to detailed cost and service information.
- **Scorecards & reporting.** In addition to more conventional reporting functionalities, CPM includes advanced reporting functionality such as performance dashboards, performance measures linked into cause-and-effect hierarchies, and automated monitoring and notification of measurement results. Exhibit 1 shows a scorecard device used by the District of Columbia for available budget for personnel services (PS) costs and non-personnel services (NPS) costs. The district's system divides remaining available budget authority (calculated by subtracting total annual expenditures, total obligations, and total

## Exhibit I: District of Columbia Scorecard Device

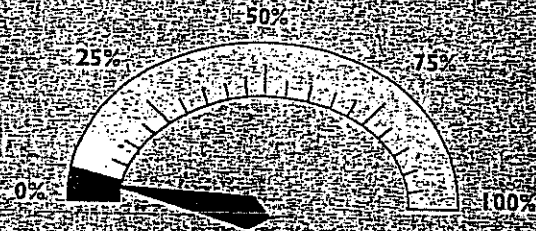
### PS/NPS Gauges

Available Balance Gross Operating Funds (Excluding Capital Funds)

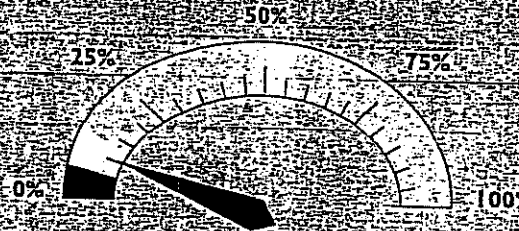
PS: 14.1%



NPS: 5.1%



TOTAL: 10.2%



Percent of Year Elapsed: 91.2  
Remaining: 0.8

interagency advances from the total annual budget) by the total annual budget to arrive at the results shown by the gauges.

**Consolidation.** CPM provides for consolidation of planning information from across the organization (e.g., consolidating budget requests from across the organization) as a fundamental feature. CPM can be used to create a single version of the plan upon which the entire organization can agree. The organization can then measure performance against the agreed-upon plan. Consolidation functionality also allows the budget department to monitor the status of budget development (i.e., who is still working, who has not started) and to maintain control over different versions of the budget.

Through the above features,<sup>5</sup> CPM provides a solid basis for organization-wide budgeting. The budgeting/planning component can be used to create a budgeting model that conforms to the organization's requirements. The modeling capabilities of CPM products allow for an almost infinite number of configuration choices, such that CPM products are flexible enough to meet the requirements of almost any

planning process. Budgeting/planning and consolidation functionalities allow the budget department to manage participation from departments and consolidate requests into a final budget. The ability to store, analyze, and report on detailed cost elements enables requesters to consider a broad spectrum of information when formulating requests and for managers and analysts to do the same when reviewing requests. The next section describes in more detail how CPM can support public sector budgeting. However, CPM is not a perfect solution so the next section also addresses the limitations of this technology.

### EVERY SILVER LINING HAS A CLOUD:

#### ADVANTAGES AND DISADVANTAGES OF CPM

CPM products have distinct advantages and disadvantages that are largely a function of the system's architecture; thus, for each advantage, there tends to be a corresponding disadvantage. As a result, governments should understand the general characteristics of this type of product, prioritize their reasons for pursuing a budgeting technology solution, and carefully evaluate any proposed systems. By no means



are CPM products a magic bullet or an "easy button" (to borrow from a recent marketing campaign); however, they do provide governments with a new and potentially powerful suite of tools.

**Flexibility.** The main advantage of CPM products is their flexibility. The architecture of CPM provides users with a "blank slate," which can be adapted to meet a government's unique administrative and political environment. There are no highly defined configuration options to choose from when buying a CPM system like there are with financial systems. This is why CPM solutions are able to migrate from the private to public sector without significant modification to the underlying product. If a government has a seven-step approval process for its budget including last-minute revisions by the elected body, this can be accommodated within the CPM product. If that process changes next year, so can the model embedded in the software. In fact, as will be described, public sector users whom GFOA interviewed have found these products to be so flexible and powerful that they intend to use them for performance and resource modeling needs outside of budgeting.

The extreme flexibility of CPM is also a disadvantage — extensive planning and forethought must be put into model design. This translates into implementation cost and risk, and creates a dependency on the implementation vendor for system success. GFOA has observed some effort by CPM vendors to develop templates to facilitate configuration, but these have not been proven for public sector budgeting purposes.

**Stability.** Flexibility can be dangerous if the solution is not stable. Imagine a custom-built Access database linked to complex Excel workbooks across an organization. However, because CPM products are purpose-built as an organization-wide planning tool (rather than a series of linked personal productivity tools) they can provide a stable and secure budgeting platform that can be deployed across organizations of varying sizes. This is a critical advantage for budgeting processes, which by nature, require a collaborative environment in which budgets can be built in a decentralized, yet standardized fashion so that they can be easily consolidated into a single spending plan.

**Process Management.** CPM products also include important process management features such as workflow and role enforcement. Workflow facilitates budget approval

processes while role enforcement allows users to only perform operations and to only see and access the data relevant to their position. Of course, these features require additional effort to implement including the definition of user-specific roles, defining process flows, and maintaining these definitions over time.

**Features and Functions.** The most immediately apparent feature of CPM is that most CPM products provide a spreadsheet-like interface with which users are familiar and comfortable. In fact, some products even use Microsoft Excel as the interface. The benefit of this approach is that user acceptance of the system occurs more quickly.

**Exhibit 2: Governments Using CPM**  
**Interviewed by GFOA**

Jurisdiction	Population	Operating Budget
Denver Water, CO	NA	\$136M
City of Atlanta, GA	334,000	\$534M
City of Livermore, CA	80,723	\$130M
Maricopa County, AZ	3,648,500	\$2,259M
Port of Portland, OR	NA	\$231M

However, CPM's functionality is much deeper than that of Excel. CPM systems are feature/function rich and capable of complex reporting and analytics. Denver Water, for example, uses their CPM solution to link their 10-year and annual budgeting process and create the financial input to their rate model. As described later, the City of Livermore, California, uses CPM to address complex personnel budgeting issues. As CPM architecture is designed specifically to facilitate data accessibility, these products maintain powerful querying and report-writing capabilities.

The ad-hoc report writing available to users is particularly powerful as users can click and drag data sets into rows and columns allowing them to see the same data from multiple perspectives — budget to actuals by fund, budget to actuals by fund and year, actuals with a 3 percent multiplier for the next five years, etc. Drill-down/through functionality allows users to literally click down into the data — see which departments are contributing to a General Fund deficit or click across years to see where a spike in spending occurred. Reports are typically dynamic, including ad-hoc reports saved by users, so that each time they are

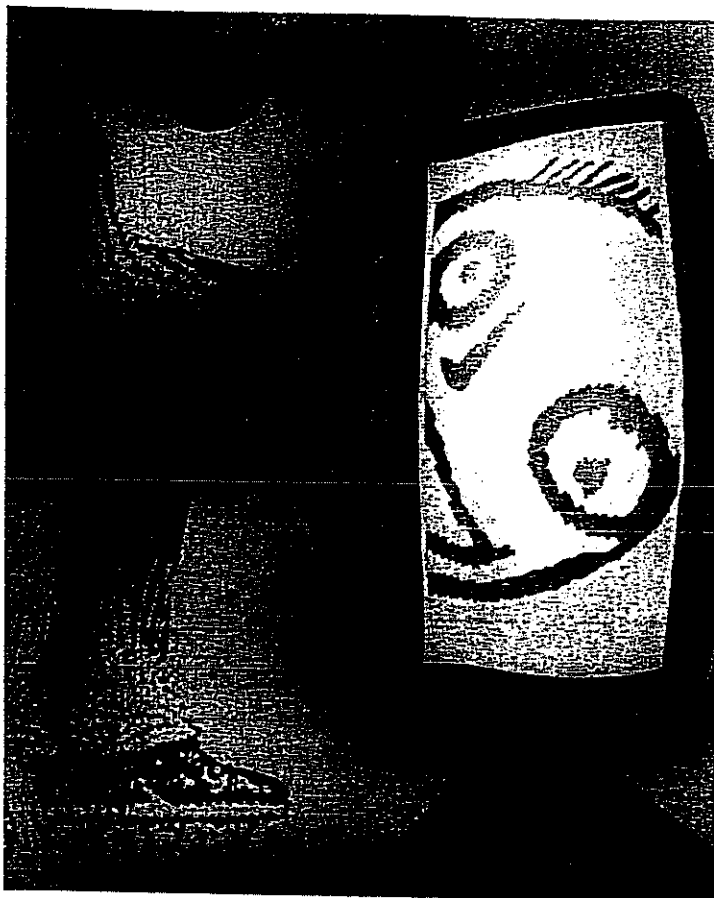
processed, the data is automatically refreshed. The challenge associated with the extensive capabilities of these products is striking a balance between harnessing this power without overburdening the system, creating complicated processes, or affecting processing speeds. In addition, there is a steep learning curve for users to understand the system's full capabilities.

**System Maintenance.** Maintaining CPM systems may require new skills of government personnel. CPM products typically rely on architectures significantly different from the transaction processing systems with which governments are most familiar. Likewise, CPM solutions are designed to interface with existing source systems to load important data (e.g., payroll information). Interfaces are a significant point of potential failure in any system's implementation project because they often require customized technical development work and require thorough analysis and reconciliation of data definitions between legacy systems and CPM. Fortunately, the industry has advanced a great deal in this area in recent years and CPM vendors have focused on honing their abilities. Nevertheless, interfaces will require ongoing attention.

It can often seem that technology solutions are much like the carnival game where players hit the toy pop-up doll back into its hole only to have another one pop-up elsewhere — every issue addressed has its own consequences, intended or otherwise. An examination of the experiences of public sector organizations with CPM products will help readers weigh the advantages and disadvantages of these products and determine whether or not this technology will help them "get in the game."

## **PUBLIC SECTOR EXPERIENCES WITH CPM**

Although CPM has become very popular in the private sector, there are relatively few public sector agencies that have implemented CPM for budgeting and planning. For example, none of the 64 respondents to GFOA's budgeting technology survey have implemented a CPM system. However, some of the leading CPM vendors have an active interest in expanding their market to the public sector and there are a few public sector agencies that are pioneering the use of CPM for budgeting. GFOA interviewed five of these governments (see Exhibit 2) and presents their successes and lessons learned.



### **Successes**

The governments interviewed have realized a number of successes in using CPM for budgeting, which is encouraging news for the public sector. The primary benefit described by the interviewees was that the process of gathering and consolidating budget requests has been significantly streamlined. For example, the City of Livermore, the Port of Portland, and the City of Atlanta realized significant benefits for personnel budgeting that increased the accuracy of projections and reduced the time needed to formulate the personnel budget. This is an impressive achievement given the complex nature of public sector personnel budgeting.

Livermore began by loading their CPM system with data from their HR management system. The ability of the CPM system to store and organize data in a format that maximizes accessibility allowed the city to load data about individual employees into CPM so that budget system users were able to access both summary HR cost information as well as information on individual employees (if authorized to do so). Further, Livermore was able to use the flexibility of the CPM system to design a budget model that accommodated the numerous and non-standard variables that impact



personnel costs in Livermore, such as special pay types and benefits called for in union contracts. Finally, as a pilot project for involving departments directly in the use of the CPM system, Livermore was able to distribute access to the model to the departmental business manager of the police department.

Departmental business managers are those best placed to evaluate the detailed variables that impact personnel costs in their department. The police business manager was able to enter estimates directly into the budget model and transmit this data to the budget department. Using CPM, Livermore was able to estimate personnel costs within \$20 of actual cost for some positions — certainly an accomplishment given the number of special pay and benefits that can impact total compensation costs.

The Port of Portland was able to use similar functionality to improve its overall personnel cost projections by more accurately estimating benefit costs and incorporating seasonality into their estimates. For positions with little turnover, the port achieved high levels of cost accuracy. The Port of Portland also utilizes the software to perform what-if analysis on FTE changes, which takes into account total compensation costs.

### Model Design and Larger Governments

Efficient model design can prove particularly difficult for larger governments that have a larger number of elements that they need to include in their budget process. GFOA interviewed the District of Columbia — a city that has a great deal of experience using CPM for reporting and scorecards. Washington, D.C., has seriously investigated the use of CPM for budgeting, but has not found that the CPM system it considered capable to accommodate the necessary elements and still maintain acceptable levels of performance. Similarly, Maricopa County had to carefully consider its model design including identification and removal of unnecessary elements of its chart of accounts (i.e., un-used object codes, etc.) to keep the model as streamlined as possible.

Atlanta realized similar benefits as it can now automate a number of personnel calculations like employer pension contributions and health insurance contributions (e.g., benefits). CPM interfaces with base salary information (salary schedules and individual employee records) and provides automated calculations, with key variables located centrally. This means the variables can be easily changed by the central budget office, if, for example, the city changes its assumed rate of contribution rate to pensions.

CPM can also streamline basic analytical functions through its superior reporting functionality. In the City of Atlanta, the City Council is very interested in monitoring the amount of city resources used to finance outsourcing contracts and regularly wants to know how much is being spent across the city on outsourcing. Along with this type of request, the city has significant requirements for reporting on subjects such as vacancies, overtime, and detailed comparative expenditure trends. Prior to CPM, the city staff estimates that about two full-time equivalent employees were dedicated to gathering and analyzing this information. With CPM, staff estimates this effort has been reduced by 75 percent.

The interviewees anticipate that these types of efficiencies will make more time available for more value-added analysis of finance and performance. Livermore anticipates developing its long-term projection capabilities and Atlanta has begun to use CPM to create performance models that show how personnel, equipment, and facility availability impact performance of the city's recreation services.

Denver Water and the Port of Portland have achieved similar successes in their ability to streamline and significantly reduce the length of their budget preparation cycle due to the ease with which they can consolidate departmental and division budget requests. As both organizations understand better the capabilities of their CPM products, they have developed visions for utilizing the software outside of the budget function for complex reporting and modeling. In the case of Denver Water, as their water supply is related to the snow melt run-off, an important analysis is predicting, based on depth measurements of the snow pack and weather patterns, the spring water levels of the reservoirs. Based on this analysis, the authority is able to predict if water restrictions will be needed, which impacts their revenue as they are forced to sell less water.



Currently, this analysis takes place in complex Excel spreadsheets but the authority believes it will be able to better conduct this analysis in the future using their CPM tool. The Port of Portland has already adapted their CPM product to provide IT managers with a capacity planning tool. A separate module was created into which IT personnel add their current workload data including project and non-project tasks. This has become a critical tool for the IT department as it is used to determine if the department has the capacity to take on additional projects.

#### Lessons Learned

CPM is a powerful but complex technology. Accordingly, the implementations of the governments interviewed have not been seamless. This section describes the lessons gained from that experience.

**Building a strong model is the foundation of success.** The budget model designed into the CPM software by the government will determine the success of the system. Not only must the model accommodate the processes that characterize budget development, the model must also provide ready access to budgeting data. Hence, the model must be organized logically and it must deliver satisfactory technical performance (i.e., respond promptly to user commands). Meeting these standards requires that the model be built efficiently and free from extraneous fields and functions. The importance of this lesson cannot be overstated, and it was emphasized strongly by all of the interviewees. Governments must consider carefully what functionality they need to build into their model and resist the temptation to add attractive, but ancillary features. These additions will only make the model unwieldy when it is put to practical use.

**CPM products are complex.** The extreme level of flexibility and range of functionality available through CPM products means that CPM products are complex. This has a number of implications for CPM implementation.

■ *Qualified consulting assistance is indispensable.* Business expertise is needed to develop an effective budget model. However, CPM software is too complex for most financial staff to set up without assistance. A government's technical personnel are usually not fully suited to this role because they do not have the strong finance background necessary for proper model design.

Therefore, a consultant with a strong finance background and expertise in CPM software is an invaluable part of the implementation. Government expertise on the part of the consultant is, of course, a very desirable qualification; however, the lack of CPM installations in the public sector means that this qualification is very difficult to find currently. Ideally that situation will change as more governments implement CPM.

■ *Develop an understanding of the product early.* The government should make every effort to gain the most thorough understanding of the product as early as possible. This requires performing detailed discovery during the procurement cycle, attending training courses for the product after contract signing, and working closely with implementation consultants. A thorough understanding of the product will enable the design of a strong budget model initially and maintenance and adaptation of the model to changing needs.

■ *Implementation requires time.* The government will have to be prepared to devote a significant amount of time and resources to CPM implementation. GFOA found

that two full-time equivalent employees for a four-to-six month period is a reasonable staffing estimate for CPM development for mid-sized governments, such as those it surveyed.

**Maintain realistic goals for the initial implementation.** Gathering and consolidating budget requests are the most immediate benefits from CPM. More advanced functionality such as analytics, publishing budget books, and performance measurement can bring important benefits to the organization as well, but require a significant effort to implement. The interviewees' experience is that it is better to focus on more limited objectives for the first budget cycle. This helps ensure the project delivers on gathering and consolidating requests, allows the implementation team to focus on building a solid budgeting model, and reduces pressures to add ancillary analysis functionality to the model (i.e., advanced analytics is out of scope).

**Make effective use of informal analytics.** In the initial CPM implementation or even after the organization gains more experience with CPM, the power of the software provides a constant temptation to build all desired analytical functionality for the budget process into the CPM software in order to apply the maximum amount of automation to the budget process. However, as described earlier, building in non-essential analytical functionality may greatly complicate model design, resulting in a model that is unwieldy to use and that performs poorly. Enabling users to easily transfer data to analytical tools such as Excel or to easily generate reports through the CPM product can satisfy many of these analytical needs, thereby relieving pressure to build such functionality into the model. Further, this can simplify the process of making functional changes to the system as business needs change in the future.

**Budget publishing is not the strength of CPM products.** A technology solution for producing a detailed budget document (such as that required for the GFOA Distinguished Budget Presentation Award program) has been a long-standing desire of many governments. Unfortunately, CPM products are not well suited to this role. The interviewees were very pleased with the ability of CPM products to produce financial statements and reports and were able to incorporate these reports into their budget presentations, resulting in significant time savings. However, their CPM systems have not been used to manage

production of the entire budget presentation, such as transmittal letters, goal statements, and other non-quantitative information. Fortunately, GFOA's discussions with CPM vendors indicate that vendors seem to understand that budget publishing functionality is a key requirement for the public sector, so these vendors are seeking to develop a solution in this area. For the time being, CPM only partially fulfills budget publishing needs.

## CONCLUSION

CPM is emerging as a viable solution for the public sector's budgeting technology requirements. However, CPM is unlike the other technologies government has typically used for budgeting: spreadsheets and the budgeting modules of financial management systems. Therefore, there is a different set of rules associated with successful development of a CPM-based budgeting system. Primarily, the power and flexibility of the CPM system places great responsibility on the customer to create a strong and efficient model design. If implemented properly, CPM can simultaneously satisfy end-user business requirements and deliver satisfactory technical performance. Procuring qualified consultant assistance with implementation and taking a measured and incremental approach to CPM solution development appear to be the hallmarks of CPM success. ■

### Notes

1. Drill-down is the ability to automatically access the data that underlies or composes the data on screen, often by simply clicking on the figure of interest. For example, clicking on year-to-date salary expenditure figure might take the user to a listing of all of the payroll runs that make up that figure.
2. GFOA chose this range of operating budgets in order to provide greater comparability between respondents. Eighty-six governments were surveyed and the survey response rate was 74 percent.
3. Gartner predicts a 10 percent compound annual growth rate in the CPM market through 2009. See: Gartner Group, "Magic Quadrant for CPM Suites," 2005.
4. Gartner Group, "Magic Quadrant for CPM Suites," 2005.
5. It is important to note that the above discussion provides a general description of CPM features; however, each product will vary in the functionality provided. For example, several of the above components may be separate applications. Each product has its own strengths and weaknesses and only through a thorough procurement process can a jurisdiction determine which provides a best fit.

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SHAYNE C. KAVANAGH is a senior manager and JOHN RUGGINI is a senior consultant/policy analyst in the GFOA's Research and Consulting Center.


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**CITY OF PRAIRIE VILLAGE**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DOUG LUTHER   
**SUBJECT:** 2008 CODES ADMINISTRATION BUDGET  
**DATE:** 5/15/2007

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The proposed 2008 Codes Administration budget request reflects a 6.8% increase from the 2007 budget.

#### **Significant Changes**

There are no major programmatic changes in the 2008 Codes Administration budget. However, the following items are included which should be noted:

#### **Personnel - 9% increase**

- Personnel costs are estimated to increase 9% for 2008. This is due to the large "bring to minimum" salary adjustments for the Building Official and Building Inspector which occurred during the implementation of the new salary ranges.

#### **Contract Services - 14.5% decrease**

- Insurance - This line item has decreased significantly due to changes in the City's workers compensation insurance program that have reduced overall premiums.
- Training - This line item is increasing by \$700. This increase will provide additional training for the Code Enforcement Officer and one of the Codes clerks, who is pursuing a Permit Technician certification. This certification is specifically designed for clerical staff that schedule building inspections and process construction permits. This is an internationally recognized certification.

#### **Commodities - 13% increase (\$900)**

- Remodeling Seminar Supplies -- \$1,500 - This item is a direct outgrowth of the Village Vision Plan. These funds would be used to host a remodeling program for Prairie Village residents. Those attending the program would receive a free copy of the MARC Idea Book and hear presentations from City inspectors, remodeling contractors, architects, etc. The purpose of the program would be to encourage Prairie Village residents to remodel and upgrade their homes.

### Capital Expenditures

- Replace one PC -- \$1,200.
- Copier Replacement -- \$2,000 - The current copier used by the Codes Department and Municipal Court will be 5 years old in 2008. Over the past year it has needed multiple service calls service to remain operable, and is nearing the end of its useful life. The new copier would provide additional features (network printing & scanning) that are not available on the current copier.


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**CITY OF PRAIRIE VILLAGE**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DOUG LUTHER   
**SUBJECT:** 2008 BUDGET – CITY CLERK’S OFFICE  
**CC:**

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Attached are the program pages for the 2008 City Clerk program budget. Overall the 2008 budget represents a 3.9% increase from the 2007 budget. Significant changes include:

**Personnel Costs**

Personnel costs for this program will increase 4.4% in 2008.

**Contract Services**

This item includes services such as utility and maintenance costs for the Municipal Offices, insurance premiums, election costs, training for employees, printing of official publications, business and animal licenses, paper and postage costs for the Municipal Offices, and equipment maintenance and repair. These costs will increase by 6.1%, or \$8,460 in 2008, Notable items in this category for 2008 include:

- Election Costs - The City will be responsible for conducting both primary and general elections city-wide in 2008. This is a \$26,000 expense which anticipates and general election city-wide and primaries in two wards.
- Equipment maintenance costs are expected to decline in 2008. This is due to the use of paperless packets. The City's copier maintenance fees are charged on a per copy basis. Not copying packets saves over 100,000 copies per year.

**Commodities**

Commodity costs will decrease by 2.5% in 2008

**Capital Equipment**

The 2008 budget includes funding for one scheduled computer replacement.

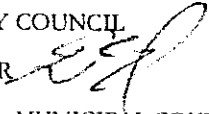
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CITY OF PRAIRIE VILLAGE

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TO: MAYOR & CITY COUNCIL  
FROM: DOUG LUTHER   
SUBJECT: 2008 BUDGET – MUNICIPAL COURT  
CC: 5/15/07

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The 2008 Municipal Justice budget represents a 4% increase from the 2007 budget. Significant changes from the 2007 budget include:

- Personnel costs -- Personnel costs in the Court are up 1%. This reflects a salary increase granted to the Municipal Judges in early 2007 and the merit pool for the Court Administrator and Court Clerks. The personnel cost increase is less than usual due to a restructuring in the Court in late 2006 when the Deputy Court Administrator position was replaced with a Court Clerk at a lower pay rate.
- Legal Fees - An additional \$10,000 is included in the 2008 budget to reflect costs incurred for the City Prosecutor to represent the City in District Court on appeals. Over the past few years, the number of cases appealed to District Court has increased, as has their complexity. The Prosecutor's time on these cases is not included in his monthly stipend, but rather at his hourly rate.
- Jail Fees -- \$32,000 is being budgeted for jail fees in 2008. This is a \$2000, or 7% increase from the 2007 budget. At the current rate, this will incarcerate persons for approximately 900 days. Last year the City incarcerated individuals for 830 days. The County has not yet set jail fees for 2008. If fees increase significantly, additional funding for jails may be required.
- Commodities - Commodity costs are expected to increase 5% or \$425 in 2008, reflecting increased printing costs for traffic tickets and a new robe for one of the Judges.
- Capital Expenditures - One PC is scheduled for replacement in 2008. A second PC for use at the court counter was requested in an effort to expedite fine payments, particularly on court days. However, this was removed as part of an effort to reduce expenditures in the 2008 budget.

## BUDGET COMMENTS

### GOVERNANCE

Last year the Council agreed to budget the three year accumulation of Sales Tax Reserve (\$1.5 million) in order to be able to commit those funds to a project related to economic development projects identified in Village Vision.

By the end of 2008 the Sales Tax Reserve will have a balance of approximately \$1 million (2007 and 2008 revenue). Staff recommends budgeting that amount in 2008 for a project related to economic development or transferring it to a new Fund through which it can be spent without being budgeted again.

This \$500,000 decrease in the amount budgeted for 2008 in Management and Planning created the overall 24% decrease in the City Governance section.

The reduction in other operating costs for this section is \$27,864 which is a 5% decrease for 2008.

Some line items were increased for normal inflation amounts. Specific increases and decreases are listed below.

#### **Mayor and Council**

This program cost will increase 23%, \$28,647.

Personnel costs will increase by the amount of the communication stipend received by elected officials.

Contract Services will increase 17% (\$15,364) for the following reasons:

Costs have been added for consultant services related to a nationwide search for a Public Works Director, \$18,000.

Staff originally budgeted \$2,500 for a consultant to lead a Council Retreat. Since that has been approved for late this year, the expenditure was removed for 2008.

Staff originally budgeted \$2,000 for additional Ward meetings. Those funds have not been spent for several years, that amount was removed from the budget.

Commodities will increase 26% (\$8,950)

The "Other Commodities" line item will increase \$7,000 for a retirement event and other costs. Other increases are normal inflation amounts for postage, Holiday Party, Employee Appreciation and other events.



## **Management and Planning**

A major portion of the decrease was created by the \$500,000 reduction in the amount of Sales Tax Reserve budgeted for 2008.

Other changes resulted in a 10% decrease (\$56,611)

Most increases are for normal inflation

Personnel cost increase is 3.6%

### Contractual Services

Major decrease of 32% caused by change in the Sales Tax Reserve budgeted.

Increased training/conferences \$1,000 for new City Administrator

The initial budget for legal fees was based on 2006 actual costs which were more than usual. The reduction will provide a budget equal to the average amount the City has spent annually for legal fees during the past four years.

## COMMUNITY PROGRAMS, PARKS AND RECREATION

This portion of the budget is increasing 7% (\$87,207), partially because of an increase in the Capital budget for park improvements (\$63,000).

### **Park and Community Programs**

This program is composed of expenditures which are coordinated by various staff members who work with volunteer committees in the City.

These programs represent funds appropriated for amenities which are totally focused on quality of life issues to benefit Prairie Village residents.

Total budget increased 7% (\$69,792)

Changes in the budget for 2008

:

Personnel decreased 7% because of a change in personnel.

Contractual services increased 9% (\$11,597) for the following:

Removed town hall meetings budget for the Park Committee (\$600).

This is now included with budget for other Park Committee activities. \$2,000 for the year.

5% increase for VillageFest ,(\$1,000) . This budget has not been increased since 2000.

Increase of \$5,000 for Electronics Recycling event planned by the Environmental Committee.

Increase of \$5,500 for increased support of the Prairie Village Art Show and for a juried Art Show.

Commodities decreased 3% (\$100)

Capital Expenditures increased 44% (\$63,000)

These budgeted expenditures were explained in detail by Bob Pryzby as part of the Infrastructure Improvement Program for 2008.

## 2008 Decision Package

Department: Community Programs & Events  
Program Prairie Village Arts Council

Questions: Should the City increase its financial support of the Prairie Village Art Show?  
Should the City sponsor a juried art show in 2008?

### Background

#### Prairie Village Art Show

For many years the Prairie Village Arts Council has worked closely with the Prairie Village Merchants Association to help sponsor and promote the annual Prairie Village Art Show at the Shopping Center. The show is a weekend-long event in late May or early June, and brings thousands of people to Prairie Village.

Over the past few years, the Prairie Village Arts Council has taken an increasingly active role in supporting the Art Show. The Arts Council currently:

- Provides hospitality to artists throughout the weekend, including bottled water, meals, and snacks.
- Sponsors the "Best in Show" award
- Co-Sponsors a musical event.
- Provide volunteer help at the event

This has become one of the Arts Council's favorite activities, and each year the artists express their appreciation to the Arts Council and the City for sponsoring such a great show.

The Arts Council currently allocates \$2,000, or ¼ of its annual budget to this program, and would like to increase its support for the Art Show by providing additional funding for the Art Show. The Arts Council would work with the Prairie Village Merchant's Association to determine how the additional funding would be used. Most likely, the additional funding would be used to sponsor additional musical entertainment during the event.

### Financial Impact

The Prairie Village Arts Council is requesting an additional \$1,000 in funding for 2008. This additional funding would allow the Arts Council to provide a full sponsorship of one of the evening musical events at the Art Show without requiring cuts in other Arts Council activities.

### Juried Art Show

In February, 2007 the City Council approved a proposal by the Prairie Village Arts Council to sponsor a juried art exhibition in the Municipal Offices' R.G. Endres Gallery during October, 2007. A proposal was presented to the City Council outlining the program and its anticipated expenditures which indicated a total cost of \$6,500. Of this amount, the Arts Council expects to receive \$4,500 in contributions through entry fees and corporate sponsorships.

### Financial Impact

Arts Council members are actively planning for the October event. If successful, the Arts Council would like to make a juried exhibition an annual event for the City. In order to institutionalize this event, the Prairie Village Arts Council requests an additional \$4,500 in its 2008 budget allocation in order to sponsor a juried exhibition. This increase would be offset by an additional \$4,500 in revenue through entry fees and corporate sponsorships, essentially making acceptance of this decision package have no net impact on the City's overall 2008 budget.

## 2008 Decision Package

Department: Community Programs & Events  
Program Environmental Committee

**Question:** Should the City provide funding for an electronics recycling event in 2008

### Background

Since its formation in 1996, the Prairie Village Environmental Committee has received an annual budget allocation of \$3,000. To date, the committee has focused its efforts on two events: the annual Earth Fair celebration at Shawnee Mission East, and a Community Forum on Environmental Issues dinner/speaker event.

The Committee requests additional funding in 2008 to host an electronics recycling event. The Surplus Exchange, a local non-profit organization, collects and recycles computers, office equipment, and personal electronics for individuals, businesses, and governments throughout the metro area. For the past several years, the City has used the Surplus Exchange to recycle computers and office equipment which have been taken out of service.

Studies show that the average home has at least one outdated and unused computer. Add in the old TVs, stereos, VCRs, DVD players, keyboards, mice, and printers, and there are most likely thousands if not hundreds of thousands of pounds of unused consumer electronics taking up space in Prairie Village garages and basements.

Consumer electronics contain significant amounts of hazardous and/or toxic substances. For example, cathode ray tubes (CRTs) found in older computer monitors and TVs contain lead, while other electronic components may contain mercury, cadmium, chromium, and other heavy metals. These substances should not be placed in landfills. Rather, they should be recycled.

For several years, the business community has been active in recycling computers. This is usually because businesses recycle large quantities of materials and it is efficient for organizations like the Surplus Exchange to provide a convenient approach to recycling. However, this model is not generally available to the average homeowner, who may only have a few items to recycle at any given time.

An electronics recycling event would provide a single location to which residents could bring unused or outdated electronics, where they would be sorted, packaged, and prepared for transport to recycling facilities. Residents would pay a fee for this service to cover the recycling fees. The City expense would be for publicity, volunteer support, equipment rental, Public Works personnel to operate a forklift, and other supplies to prepare the items for transport to the recycling facility.

Other cities in the metro area, including Overland Park, and Lee's Summit have conducted successful electronics recycling efforts over the past few years. The Prairie Village Environmental Committee believes a similar program in Prairie Village would be successful in raising awareness about electronics recycling in the community and provide a needed service to Prairie Village residents.

### Financial Impact

Based on the experience of other cities that have conducted similar events, the City's cost to host an electronics recycling event would be \$5,000.

### **Recreation Programs**

Total increase for recreation programs will be 2% (\$17,415). This program includes the swimming pool, concession operation at the swimming pool and the summer tennis program.

There are no major increases in this program. Minor changes include::

- Increased pool painting and maintenance costs \$10,000

- Increased from 5 to 20 the number of lounge chairs (\$1,200 increase) to be purchased for the pool as requested by members of the Park Committee..

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Monday, June 4, 2007  
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 – May 21, 2007
2. Approve Construction Change Order #1 to William White & Sons Construction for Project 191017: 2007 Concrete Repair Program for an increase of \$10,787 bringing the new contract total to \$435,346.50.
3. Approve an agreement with Phil Jay for music and emcee services at the Mayor's Holiday Gala on December 7, 2007 for \$625.00.
4. Approve the requested conveyance of special use permit 93-6 for the property at 8823 Roe Avenue from Dr. Thomas McKee to the Tomahawk Animal Clinic.
5. Approve the following contracts for VillageFest 2007:
  - A-Z Exotic Mobile Petting Zoo and Pony Rides for \$1,680
  - Beaks N Wings – no charge
  - Chris Cakes Pancake Breakfast – \$3.75 per plate
  - Clement McCrae Puppets for \$825
  - Hy-Vee Food Vendor
  - Kansas City T-Bones (appearance by Sizzle) for \$150
  - The Marching Cobras for \$750

**By Committee:**

6. Approve amendments to Personnel Policy 1095 entitled "Recreation Memberships" (Council Committee of the Whole Minutes – May 21, 2007)

**VI. COMMITTEE REPORTS**

**Communications Committee – Andrew Wang**  
Consider agreement with CGI Communications"

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

**Villagefest Committee – Diana Ewy Sharp**

**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.

# **CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**June 4, 2007**



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
MAY 21, 2007**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 21, 2007, at 7:30 p.m. in the Council Chambers of the Municipal Building.

**ROLL CALL**

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Al Herrera, Bill Griffith, 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; Captain Wes Jordan, Acting Chief of Police; Bob Pryzby, Public Works Director; Doug Luther, Assistant City Administrator; and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led all those present in the Pledge of Allegiance.

**PUBLIC PARTICIPATION**

Mayor Shaffer welcomed new business owner Dr. Anthony Rostberg with Rostberg Chiropractic & Acupuncture at 4121 West 83<sup>rd</sup> Street. Dr. Rostberg stated he is pleased to be in Prairie Village and serve our residents. He shared how he was able to help a resident with on-going pain to feel better.

There was no one present to address the Council.

**CONSENT AGENDA**

Andrew Wang moved the approval of the Consent Agenda for Monday, May 21, 2007:

1. Approve Regular Council Meeting Minutes - May 7, 2007
2. Approve Claims Ordinance 2638
3. Approve the 2007 Aquatic Examiner Service Agreement (American Red Cross) at a cost of \$4,800.00
4. Approve Construction Change Order #2 for Project 190718: 2007 Storm Drainage Program with Radmacher Brothers Excavating Company, Inc. for an increase of \$5,420.00 bringing the total project cost to \$1,100,885.00
5. Approve Construction Change Order #2 for Project SP107: 2007 Street Repair Program with Musselman & Hall Contractors, Inc. for an increase of \$6,670.00 bringing the total project cost to \$93,035.00

6. Approve Construction Change Order #1 for Project 190862: 2007 CARS 75<sup>th</sup> Street (Nall Avenue to Mission Road) with J. M. Fahey Construction Company for an increase of \$39,996.00 bringing the total project cost to \$964,190.95
7. Approve Construction Change Order #1 for Project 190860: 2007 Paving Program with J. M. Fahey for an increase of \$12,650.00 bringing the total project cost to \$2,807,605.00
8. Approve the transfer of \$235,000 from Project 190855: Tomahawk Road Bridge Replacement to the General Fund Contingency and \$20,500 to the Street Unallocated Fund

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

## COMMITTEE REPORTS

### **Council Committee of the Whole**

#### COU2007-41 Consider adoption of "Village Vision Strategic Investment Plan"

More than two years ago, the City began a process to update its comprehensive plan. The project involved hours of meetings, input from hundreds of residents and the review of several drafts of the report. On May 1, 2007, the Planning Commission held a public hearing and adopted Resolution PC2007-01 adopting the Village Vision Strategic Investment Plan, 2007 and all maps and exhibits identified therein as the Comprehensive Plan for the City of Prairie Village, Kansas and recommended the City Council adopt the plan by ordinance.

On behalf of the Council Committee of the Whole, Andrew Wang moved the City Council adopt Ordinance 2139 approving and adopting a new comprehensive plan in accordance with K.S.A. 12-747 and Section 16 of the Prairie Village Municipal Code, and repealing the existing comprehensive plan and its amendments. The motion was seconded by Laura Wassmer.

Bill Griffith asked what the role of the Comprehensive Plan was and if its adoption binds the Council to any specific action. Barbara Vernon responded the Plan is a guide and includes many tasks and recommendations which will be discussed by the City Council.

Ken Vaughn, Chairman of the Comprehensive Plan Steering Committee, stated the Comprehensive Plan gives strategic direction by which the City can make decisions on issues by considering all the information in the plan. Mr. Vaughn stated he felt this process resulted in the most extensive input and recommendations from citizens than any of the past plans adopted by the City.

The Plan should be reread and looked at throughout the coming years as Prairie Village seeks to grow.

Charles Clark asked what the procedure was for the establishment of priorities from the many recommendations listed in the plan. Barbara Vernon responded the recommendations in the plan have been identified as short-term and long-term, the Council will consider each of the recommendations and determine what action it wishes to take. This can be done in committee meetings after the completion of the budget or in a full day worksession devoted to the Plan. Laura Wassmer said she would like to see some of that discussion at the Council Retreat. Mayor Shaffer directed those organizing the retreat to make sure this item was on the agenda for the retreat.

Pat Daniels stated it was an honor to serve on the Comprehensive Plan Steering Committee and commended Ken Vaughn for his excellent leadership. Although the process took longer than anticipated, he felt it resulted in a strong workpiece for the City. The key to the Plan will be the implementation of the action plan for the significant number of recommendations for improvement presented in the "Plan".

A roll call vote was taken on the adoption of the Comprehensive Plan with the following members voting "aye": Herrera, Griffith, Voysey, Kelly, Wang, Wassmer, Daniels, Clark, Vennard, Ewy Sharp and Belz. The motion was passed unanimously.

### **Presentation**

Mayor Shaffer called Steering Committee Chairman Ken Vaughn to assist with presentations to the Comprehensive Plan Steering Committee. Mr. Vaughn expressed appreciation to the steering committee for their strong commitment, to staff for their support and to Ron Williamson for his professional guidance throughout the process. He noted there was frequently over 90% attendance at meetings.

Plaques expressing the City's appreciation were given to the five citizen representatives: Terrence Gallagher, Susan Bruce, Marilyn Uppman, Dale Warman and Gary Anderson; to the three Planning Commission members: Robb McKim, Chairman Ken Vaughn and Vice-Chairman Marlene Nagel; to the 4 City Council representatives: David, Voysey Andrew Wang, Pat Daniels and Diana

Ewy Sharp and to Mayor Shaffer. Mayor Shaffer acknowledged the support of staff and Ron Williamson during the process and stated now is the time for the City to move forward.

## OLD BUSINESS

There was No Old Business to come before the Council.

## NEW BUSINESS

### Donation

Bob Pryzby noted a recent communication from Johnson County Emergency Management provided a list of items needed by the City of Greensburg in their recovery and rebuilding efforts after the recent tornado. He asked for Council authorization to donate Public Works items that are schedule for disposal by auction. These items include a pickup truck, Bobcat with 3 or 4 attachments, trailer and two mowers.

Diana Ewy Sharp asked about the approximate value of these would be if auctioned. Mr. Pryzby responded approximately \$24,000.

Bill Griffith stated, if approved, Mr. Pryzby should confirm there is indeed a need for these items and that there isn't a backlog of equipment that has been sent and is not being used.

Andrew Wang asked if it would possible to send the items on loan with them being returned to the City. Mr. Pryzby stated most the items from other cities are on loan and will be returning to their home municipalities. He feels these should be given to them, noting the bobcat and the mowers will probably be worn out after they finish the initial work and the pickup and trailer are items the City of Greensburg is going to need for the long run.

Diane Ewy Sharp moved the City Council authorize the donation of the following public works equipment to the City of Greensburg: one pick-up truck, Bobcat with 3 or 4 attachments, a trailer and two mowers. The motion was seconded by Pat Daniels and passed unanimously.

Pat Daniels confirmed the League of Kansas Municipalities has established a donation process and that this would be a good route for contributions. Mayor Shaffer stated the Red Cross and Salvation Army are also accepting contributions earmarked for Greensburg.

## **Neighborhood Revitalization Act Incentive Program**

Michael Kelly briefly explained the operation of the Neighborhood Revitalization Act Incentive Program available for updating homes and properties. He noted several area cities are taking advantage of this program with some cities adding additional grant money. Mr. Kelly stated he would send out more information on this program to Council members.

Doug Luther reminded the Council of the City's participation in the MARC Home Loan Program which will spend \$300,000 in the metropolitan area. He noted one Prairie Village home owner has been approved for these funds.

## **Newspaper Articles**

Mayor Shaffer noted recent articles have been published related to activities in the City. The STAR carried an article on the MARC loan program, another article on the proposed redevelopment of Meadowbrook Country Club and on the installation of AT&T Communication boxes. Al Herrera noted there was also a recent article on "teardowns" that referenced property in Prairie Village.

## **Environment/Recycle Committee Report**

Al Herrera noted the presentation given at the earlier Council Committee of the Whole meeting was very one-sided and encouraged the Council to get additional information and review closely what is being requested. He also expressed frustration with the timing of the presentation, taking valuable time away from the discussion of the City's 2008 budget. Wayne Vennard noted other groups have made presentations to committees and stated the scheduling was coordinated with staff. Mayor Shaffer assured Mr. Herrera that any proclamation or petition will be reviewed point by point.

## **Tip a Cop**

David Voysey thanked the Prairie Village Police Department for their recent participation in the Tip a Cop event.

Mayor Shaffer acknowledged the official notice of CALEA re-accreditation received by the Police Department and asked Captains Jordan and Walter to share the City Council congratulations with the entire department on this prestigious honor. Captain Jordan said the re-accreditation takes place every three years. He noted the review board was very pleased with the Department at its

recent review. The process required a lot of work by all members of the Department, but particularly by Sgt. Curt Winn, Planning & Research/Accrediation Manager with the assistance of Lori Vanderport.

**ANNOUNCEMENTS**

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

Environment/Recycle Committee	05/23/2007	7:00 p.m.
VillageFest Committee	05/31/2007	7:00 p.m.
Council Committee of the Whole	06/04/2007	6:00 p.m.
City Council	06/04/2007	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature an oils exhibit be David Payne in the R.G. Endres Gallery during the month of May.

The City offices will be closed Monday, May 28<sup>th</sup> for the Memorial Day Holiday. Deffenbaugh will also celebrate the holiday causing trash services to be delayed one day.

Recreation memberships are now on sale at the City Clerk's office. **The Swimming Pool will open on Saturday, May 26<sup>th</sup>.**

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

**ADJOURNMENT**

With no further business to come before the Council, the meeting was adjourned at

8:10 p.m.

Joyce Hagen Mundy  
City Clerk

## **CONSIDER PROJECT 191017: 2007 CONCRETE REPAIR PROGRAM**

### **Background:**

Attached is Construction Change Order #1. It has been determined that two sets of concrete steps (south side and east side) need to be replaced at the City Municipal Offices at a total cost of \$10,787.00 (2.5% increase in the project construction cost).

### **Financial Impact:**

Funds are available in Building unallocated.

### **Suggested Motion:**

Move to approve Construction Change Order #1 to William White & Sons Construction Company with a transfer of \$10,787.00 from Buildings Unallocated.





**Explanation of Changes**

Project 191017; 2007 Concrete Repair Program. This change order is to cover the following items:

Replace two sets of steps at City Hall.

This change order increases the contract amount by \$10,787.00.


Calendar days were not added as result of this change order.

Original Contract Price	<u>\$424,559.50</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$424,559.50</u>
NET increase or decrease this Change Order	<u>\$10,787.00</u>
New Contract Price	<u>\$435,346.50</u>

**Change to Contract Time**

The current contract deadline of August 1, 2007 will remain the same.

The City does not anticipate a related Engineering Change Order.

  
\_\_\_\_\_  
Thomas Trienens, Manager of Engineering Services  
City of Prairie Village, KS

5/24/07  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gary White

May 23, 2008  
\_\_\_\_\_  
Date

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# M E M O R A N D U M

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**DATE:** May 24, 2007  
**TO:** City Council  
**FROM:** Jeanne Koontz  
**RE:** DJ for Mayor's Holiday Gala

---

Phil Jay has been the DJ for the past three years at the Mayor's Holiday Gala. He has agreed to provide music and emcee services at the party again this year for the same price as last year.

**Recommendation:**

Recommend the Council approve the agreement with Phil Jay for music and emcee services at the Mayor's Holiday Gala on December 7, 2007 for \$625.00.

COUNCIL ACTION REQUIRED  
CONSENT AGENDA

# PHIL JAY

P.O. BOX 4000  
SUITE 140  
OLATHE, KANSAS 66063-4000

Telephone 913-782-9667

## CONTRACT AGREEMENT

Date 12-16-06

Phil Jay agrees to provide music & emcee services for the following event, and further agrees to abide by the terms agreed upon below:

CLIENT CITY OF PRAIRIE VILLAGE (JEANNE KOONIZ)  
ADDRESS 7700 MISSION RD. -- PRAIRIE VILLAGE, KS. 66208  
HOME PHONE \_\_\_\_\_ WORK PHONE 913 381 6464 X4207  
TYPE OF EVENT \_\_\_\_\_ DATE OF EVENT DEC. 7, 2007  
HOURS (start and end times) \_\_\_\_\_ LOCATION/ADDRESS \_\_\_\_\_

TOTAL FEE FOR UP TO A MAXIMUM OF 4 HOURS OF MUSIC \$ 625.00

LESS NON-REFUNDABLE DEPOSIT \$ NONE

BALANCE DUE **UPON ARRIVAL OF DEEJAY** \$ **625.00**

Client must supply two banquet tables (6 or 8 feet in length) for our set up. If event is outdoors, overhead shelter must be provided. The rate for extra hours of music over & above the agreed upon hours in this contract is \$150 per hour. The client agrees that the deposit is non-refundable. The client further agrees that if the event is canceled for any reason, less than 30 calendar days prior to the contracted date, the client will owe Phil Jay 50% of the agreed upon total fee less the deposit. If any event is canceled for any reason less than 2 weeks prior to the contracted date, 80% of the agreed upon fee is due to Phil Jay less the deposit. All cancellations must be put in writing, dated, and mailed to Phil Jay with the signature of the client on said letter. Liability of Phil Jay shall not exceed total agreed upon cost of DJ services. No refunds will be given for any event that ends earlier than the agreed upon end time. Any verbal or physical abuse inflicted upon Phil Jay during event, may result in immediate termination of services with client liable for full agreed upon fee. If for any reason Phil Jay cannot appear due to health problems or other emergencies, a comparable deejay will be supplied.

YOUR NAME (Printed) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

REPRESENTING \_\_\_\_\_ DATE \_\_\_\_\_

PHIL JAY PROD. REPRESENTATIVE PHIL JAY SIGNATURE 

## **VERY IMPORTANT**

**DO NOT** make checks payable to Phil Jay Productions.....  
All checks **MUST** be made payable to Phil Jay (not Phil Jay Productions)

Mail to: Phil Jay  
P.O. Box 4000  
Suite 140  
Olathe, Ks. 66063-4000

## Consider Transfer of Special Use Permit for 8823 Roe Avenue

### Background:

In 1993, a Special Use Permit was requested to allow for the operation of a Veterinary Clinic at 8823 Roe Avenue by Dr. Thomas McKee. The permit was approved by the Governing Body on June 21, 1993 for an indefinite period of time.

At that time, one of the conditions of the approval was that the permit is issued to Thomas McKee, DVM, and may be assigned, transferred or conveyed to any other person or entity only upon prior approval by and with the consent of the Governing Body of the City of Prairie Village, Kansas.

The City has received the attached letter from Dr. McKee requesting approval for the Special Use Permit to be conveyed to Tomahawk Animal Clinic, Inc. Kent E. Kraus, DVM, President.

The City Attorney since determined that Special Use Permits reflect an approved land use and therefore, run with the ownership of the land, not to the individual to whom they were issued.

However, since this was a written condition of the Special Use Permit executed in 1993, it is recommended the Governing Body act on it and approve the transfer.

### RECOMMENDATION:

RECOMMEND THE CITY COUNCIL APPROVE THE REQUESTED  
CONVEYANCE OF SPECIAL USE PERMIT 93-6 FOR THE PROPERTY  
AT 8823 ROE AVENUE FROM DR. THOMAS MCKEE TO THE  
TOMAHAWK ANIMAL CLINIC.

CONSENT AGENDA

**Thomas McKee, DVM**  
Somerset Veterinary Clinic  
8823 Roe Ave.  
Prairie Village, KS  
913-341-9191

May 10, 2007

**VIA Regular Mail**

Mr. Ronald Williamson  
Planning Department  
c/o City of Prairie Village  
7700 Mission Rd.  
Prairie Village, KS 66208-4230

913-381-6464

RE: Request for approval and consent of Governing Body to assign, transfer, or convey SUP No. 93-6 from Thomas McKee, DVM to Tomahawk Animal Clinic, Inc., Kent E. Kraus, DVM, President.

SUP No. 93-6

Location of Property: 8823 Roe Avenue, Prairie Village, Johnson County, Kansas, also known as Somerset Veterinary Clinic.

Dear Mr. Williamson:

Pursuant to your 1/9/2007 meeting with Kent Kraus, DVM and your telephone conversation with his attorney, Charles W. Macheers, Esq. on 1/11/2007, please consider this letter our request for approval and consent to assign, transfer or convey SUP No. 93-6 from Thomas McKee, DVM to Tomahawk Animal Clinic, Inc., Kent E. Kraus, DVM, President.

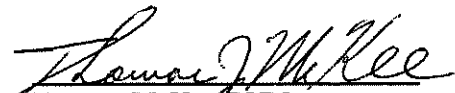
**Background**

1. Thomas McKee obtained Special Use Permit No. 93-6 on June 21, 1993 and has been the holder of the permit since that time. No material changes have occurred to the property since that time, and to our knowledge, the property remains in full compliance of the permit and to Chapter 19.26 of the Prairie Village Municipal Code pertaining to special uses.
2. Pursuant to paragraph 5 of the Permit, "This Special Use Permit is issued to Thomas McKee, DVM, and may be assigned, transferred, or conveyed to any other person or entity only upon prior approval by and with the consent of the Governing Body of the City of Prairie Village, Kansas. This permit shall terminate automatically upon assignment if such prior approval to an assignment of this permit is not obtained."
3. Dr. McKee desires to sell his practice to Tomahawk Animal Clinic, Inc., Kent E. Kraus, President, in the near future, and desires approval to transfer this permit to Tomahawk Animal Clinic, Inc. Per our conversation, you recommended requesting the approval from the Governing Body in the form of this letter.
4. If Dr. McKee receives the approval to transfer the permit and the business is sold, Dr. McKee will continue to work at Somerset Veterinary Clinic with Dr. Kraus.
5. Per **Sec. 19.28.60 Assignment**, of the City of Prairie Village Zoning Regulations, this letter can be considered the signed statement by Dr. Kraus that he has read the conditions of approval and agrees to be bound by the terms of approval.

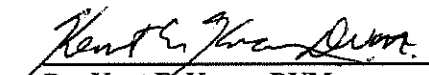
Please contact Charles Macheers, Esq. at 21704 W. 57<sup>th</sup> Terrace, Shawnee, KS 66218 (913-706-2725) if you have any questions, or if anything further is needed to effectuate the approval, or if any public hearing is required.

Dr. Kraus resides at 206 E. 74<sup>th</sup> Terrace, Kansas City, MO 64114-1404. Telephone: 816-444-6821.

Sincerely yours,

  
Thomas McKee, DVM

Tomahawk Animal Clinic, Inc.

  
By: Kent E. Kraus, DVM,  
Title: President

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2007.

THE GOVERNING BODY OF  
THE CITY OF PRAIRIE VILLAGE, KANSAS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Please return to  
Charles Macheers  
after approval &  
election. Thanks  
CMM*

**SPECIAL USE PERMIT  
CITY OF PRAIRIE VILLAGE, KANSAS**

**No. 93-6  
Effective Date of Permit:  
June 21, 1993  
Expiration Date:  
Indefinite**

**WHEREAS**, pursuant to the provisions of Chapter 19.26 of the Prairie Village Municipal Code, Thomas D. McKee, D.V.M., applied for a special use permit on certain real property located at 8823 Roe Avenue, Prairie Village, Johnson County, Kansas, for the purpose of operating a veterinary clinic, such application being numbered 93-6; and

**WHEREAS**, the Prairie Village Planning Commission, after publishing Notice of Hearing on said application, did on May 11, 1993 conduct a public hearing on said application; and

**WHEREAS**, the Governing Body, after hearing all of the testimony produced as well as the written transcripts of the proceedings before the Planning Commission and other information it deemed relevant in File No. 93-6 of the Planning Commission, and carefully considering and understanding the same;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Prairie Village, Kansas, that:

Upon recommendation of the Planning Commission for the special use permit for the operation of a veterinary clinic on the following described real estate, to-wit:

8823 Roe Avenue  
Prairie Village, Kansas

such special use permit is hereby approved and issued by the City Council of the City of Prairie Village, Kansas, to Thomas McKee, DVM (the "Holder"), subject to the following conditions:

1. The Holder of this Special Use Permit comply with all of the provisions of Chapter 19.26 of the Prairie Village Municipal Code pertaining to special uses.
2. That the property will not be used in any manner that is in conflict with the ordinances of the City of Prairie Village, Kansas, statutes of the State of Kansas, and any and all other applicable laws and regulations.

3. The use permitted hereunder shall be limited to the uses authorized by Section 19.26.010 (O) of the Prairie Village Municipal Code, as it exists at the time of the issuance of this permit, and the City shall at all times retain jurisdiction for the purposes of determining if the actual use of the property complies with the uses as defined in said Ordinance, with the requirements of the Prairie Village Planning Commission and with representations made at the time of the public hearing on said application, including, but not limited to, that boarding of animals will be limited only to medical care and observation.
4. That the permission hereby granted to operate a veterinary clinic on the above-described property shall automatically and without further notice expire upon the termination of the lease to provide veterinary services at the above referenced location.
5. This Special Use Permit is issued to Thomas McKee, DVM, and may be assigned, transferred, or conveyed to any other person or entity only upon prior approval by and with the consent of the Governing Body of the City of Prairie Village, Kansas. This permit shall terminate automatically upon assignment if such prior approval to an assignment of this permit is not obtained.
6. This Permit is contingent upon all the conditions and requirements set forth herein, and failure to comply with all the terms shall cause said Permit to be terminated after an appropriate due process hearing before the Governing Body of the City.


**APPROVED THIS 21st day of June, 1993.**

**THE GOVERNING BODY OF  
THE CITY OF PRAIRIE VILLAGE, KANSAS**


By   
Monroe Taliferro, Mayor  
6/23/93



**ATTEST:**

  
Sheila Shockey, City Clerk

**APPROVED AS TO FORM:**

  
Charles E. Wetzler, City Attorney

# Memo

**To:** City Council  
**From:** Jeanne Koontz  
**Date:** May 31, 2007  
**Re:** VillageFest Contracts

---

Please consider the following contracts:

A-Z Exotic Mobile Petting Zoo Petting Zoo and Pony Rides	\$1,680
Beaks N Wings	No charge
Chris Cakes Pancake Breakfast	Minimum fee \$300 or per plate cost of \$3.75
Clement McCrae Puppets Puppet Show	\$825
Hy-Vee food vendor	Pay Vendor Fee
Kansas City T-Bones Appearance by Sizzle	\$150
The Marching Cobras	\$750

APPROVE CONTRACTS LISTED ABOVE FOR VILLAGEFEST 2007

COUNCIL ACTION REQUIRED  
CONSENT AGENDA

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 21 day of May, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and A-Z Exotic Animal Entertainment, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; 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:

40 x 40 Petting Zoo  
30x30 Pony Rides

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

Petting Zoo & Pony Rides

3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 2:30 p.m. on July 4, 2007. 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 July 3, 2007 from 8:00 a.m. to 3:30 p.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, and required set V 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 \$1,680, to be paid on or before July 4, 2007 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 27, 2007.**
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**

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

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

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

ATTEST:

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

**VENDOR**

By Janet E Kirkham  
(signed)

Janet E Kirkham  
(typed name)

Owner  
(typed title)

A-2 Exotic's Mobile Petting Zoo & Pony Rides  
(typed company name)

7907 E 233rd PO Box 322  
(typed address)

Peculiar MO 64078  
(typed city, state, zip)

816-779-6189 816 830 4451  
(typed telephone number)

May 21, 2007  
(date of execution)

APPROVED BY:

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

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 27 day of July, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Beaks 'N' Wings, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; 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 10:00 a.m. to 2:30 p.m. on July 4, 2007. 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 July 4, 2007 from 8:00 a.m. to 3:30 p.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 \$0.00, to be paid on or before July 4, 2007 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 27, 2007.**
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**

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

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

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

ATTEST:

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

**VENDOR**

By: Dean Tyson  
(signed)

Dean Tyson  
(typed name)

Executive Director  
(typed title)

Beak n Wings, Inc  
(typed company name)

6600 Metcalf  
(typed address)

Overland PARK, Ks 66202  
(typed city, state, zip)

913-271-4225  
(typed telephone number)

5/29/07  
(date of execution)

APPROVED BY:

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

**FOOD SERVICE AGREEMENT**  
**VillageFest 2007**

**THIS FOOD SERVICE AGREEMENT** is made and entered into by and between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as ("City") and Chris Cakes, hereinafter referred to as ("Vendor").

**WHEREAS**, City is sponsoring a 4th of July celebration within the City limits of Prairie Village, Kansas, for enjoyment of the general public, which event is entitled to "VillageFest 2007" (hereinafter "VillageFest") and

**WHEREAS**, the festivities of VillageFest shall include the sale to the general public of food items; and

**WHEREAS**, City is desirous of providing booth space to Vendor during VillageFest and further desires to ensure that services provided to the general public during VillageFest are of the appropriate quality.

**NOW THEREFORE**, in consideration of the mutual benefits to the parties, it is hereby agreed as follows:

**ARTICLE 1**

**Scope, Duties and Hours of Operation**

1.1 Vendor shall have the right to sell food items as supplied by Vendor from a food booth ("Vendor's Booth") located on the site of the VillageFest 2007, the location of which shall be determined by City.

1.2 The dates and hours of operation that Vendor may operate are as follows:

Date: July 4, 2007. Hours: Set up by 7:15 a.m.; Hours of Operation from 7:30 a.m. until 11:00 a.m.; Breakdown until 12:00 p.m.



**ARTICLE 2**

**Financial Risk**

2.1 Vendor acknowledges and agrees that City's prime objective in entering into this Agreement is to ensure the availability of quality food items at a reasonable cost to VillageFest patrons. City has made no representation or warranty to Vendor to the effect that Vendor's participation in the VillageFest will be profitable for Vendor. Vendor acknowledges and agrees that its participation in VillageFest is a demanding business opportunity that involves risk and requires considerable manpower and organizational leadership and further acknowledges that there is the potential for substantial loss. Vendor further acknowledges and agrees to accept sole responsibility for protecting itself against any and all forms or types of loss.



**ARTICLE 3  
Rental Fee**

3.1 Vendor shall pay to City on or before June 27, 2007, a non-refundable rental fee of \$175.00. Included with submission of the rental fee shall be an executed Food Service Agreement and a Proposal Sheet that shall set forth the food items and cost of said food items that Vendor desires to sell to the general public during VillageFest.

MA  
RB

**ARTICLE 4  
Signage**

4.1 Vendor shall provide signage for Vendor's Booth that shall legibly state organization or restaurant name, menu and prices. Signage is to be of professional quality and shall be subject to City's approval.

MA  
RB

**ARTICLE 5  
Equipment Provided by Vendor**

5.1 Vendor shall be responsible for providing all tables, chairs and equipment utilized by Vendor to serve food items to the general public. Vendor shall also be responsible for providing its own power source, i.e. a power generator.

MA  
RB

**ARTICLE 6  
Sanitary Condition of Vendor's Booth**

6.1 Vendor shall maintain Vendor's Booth and all surrounding operating area in a neat, clean and sanitary condition and in good order and repair, free and clear of all litter, debris and rubbish at all times. Vendor shall be responsible for the cleanup of Vendor's Booth on an ongoing basis during the VillageFest, at the conclusion of business and at the conclusion of VillageFest. Vendor's cleanliness responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth if Vendor fails to maintain clean and sanitary conditions in and around Vendor's Booth during the term of this Agreement.

**ARTICLE 7  
Security and Risk of Loss**

7.1 Vendor is responsible for all items of personal property and/or inventory owned and/or utilized by Vendor throughout the term of this Agreement, including, but not limited to, those items left in and around Vendor's Booth 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 food items, equipment, cash and other items belonging to or in the possession of Vendor is Vendor's. 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.

RB

7.2 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 during VillageFest.

## ARTICLE 8

### Access to Facilities

8.1 Vendor shall have access to Vendor's Booth to set-up on July 4, 2007, from 6:00 a.m. to 7:30 a.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. City shall not be responsible in the event of the towing of Vendor's vehicle(s).

8.2 Vendor shall furnish City a list of all equipment requiring electrical power prior to execution of this Agreement and shall attach any such 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.

## ARTICLE 9

### Items Sold and Prices

9.1 The items sold by Vendor and the prices charged for these items shall be consistent with the family-oriented spirit of the VillageFest. Vendors must prepare a Proposal Sheet which sets forth all items Vendor desires to sell to the general public during VillageFest and the cost of said items prior to execution of this Agreement. Such proposal sheet shall be attached to this Agreement as Exhibit B. Exhibit B is hereby incorporated into this Agreement. Any amendments to Exhibit B must be approved by City in writing.

9.2 Vendor shall not serve free food to anyone at any time other than to volunteers, representatives, staff and employees of vendor.

9.3 All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulation of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.

**ARTICLE 10**  
**Business Information**

10.1 Notifications and any other notices under this Agreement shall be made as follows:

If to City:

City Clerk  
7700 Mission Road  
Prairie Village KS 66208  
(913) 381-6464  
(913) 381-7755

If to Vendor:

10.2 Vendor's Tax Identification Number is: 20-3893066

**ARTICLE 11**  
**Compliance With Laws**

11.1 Vendor, all of Vendor's volunteers, representatives, staff and employees shall at all times during VillageFest comply with the laws of the State of Kansas and with City's ordinances, rules, regulations, and guidelines and shall at all times comply with all requests of the City or the City's representatives.

11.2 Vendor shall obtain all necessary permits and licenses in order to operate a Vendor Booth at VillageFest and shall provide copies of such permits and licenses to the City prior to June 27, 2007.

**ARTICLE 12**  
**Insurance and Hold Harmless**

12.1 Vendor shall furnish to City 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 \$100,000.00 with the City named as an additional insured on such policies. Copies of said policies shall be provided to City on or before June 27, 2007.

12.2 Vendor agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, Vendor agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending such claims resulting from Vendor's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. Vendor specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from the food ingested by such person and/or by virtue of the conditions of the premises located at Vendor's Booth.

### **ARTICLE 13**

#### **Staff**

13.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.

13.2 Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages when on duty at, in or near Vendor's Booth.

13.3 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 and City shall not be responsible for injuries or bodily damage done to Vendor, Vendor's volunteers, employees, representatives and/or staff.

### **ARTICLE 14**

#### **Cancellation**

14.1 City shall retain the right to cancel this Agreement at any time and for any reason without penalty. In the event this Agreement is canceled, Vendor shall not be entitled to a refund of Vendor's Rental Fee as set forth in this Agreement.

### **ARTICLE 15**

#### **Entire Agreement**

15.1 This Agreement evidences the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to VillageFest.

ARTICLE 16

Effective Date

16.1 This Agreement is effective upon City's acceptance as evidenced by execution of this Agreement by a City authorized representative in the space provided below.

CITY OF PRAIRIE VILLAGE:

VENDOR:

CHRIS CAKES INC.  
PO BOX 188  
LOUISBURG, KS 66053

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

By: 

Printed Name: \_\_\_\_\_

Printed Name: GREG ZIMMERMAN

Title: \_\_\_\_\_

Title: General Manager

Date: \_\_\_\_\_

Date: 5/22/07





PROPOSED FOOD ITEMS

FOOD

PRICE

CHRIS CAKES Pancakes  
w/ Sausage, Egg + Coffee

\$3.75/person

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Due to the lack of power supply on the grounds we strongly encourage you to provide generators. If you cannot, electricity will be provided on a first come first serve basis. If any electrical items need to be plugged in, the following information is needed:

VOLTS 110V  
AMPERAGE 15AMP

#OF OUTLETS 1

As a Vendor you are responsible for proper signage. This needs to be visible and also include prices. We will provide advertising, a map of the grounds, & signs throughout the grounds for direction.

When I have received all of the contracts I will confirm your participation. Information will be sent to you regarding your location on the Municipal Campus.

**There is also NO ALCOHOL to be sold at the event!!!!**

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 25 day of 2007, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Clement McCrae Puppets, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; 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:

MARIONETTE SHOW TOTAL AREA  
(See ATTACHED DIAGRAM)

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

4 MARIONETTE SHOWS FOR ALL AGES  
PLUS PLATFORM

3. Hours of Operation: The Vendor shall provide services to the general public at 10:20 a.m., 11:20 a.m., 12:45 p.m. and 1:20 p.m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:

FARCIER

- a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2007 from ~~9:30~~ a.m. to 2:30 p.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. WE HAVE PROFESSIONAL SOUND REQUIRING AC

20 AMPS, 110 VOLTS, GROUNDED ELECTRICAL POWER.  
PUBLIC WORKS TO PROVIDE GENERATOR TO BE PLACED  
FAR & AWAY FROM ENTERTAINMENT & AUDIENCE

~~# 850.00~~ # 325.00  
~~\_\_\_\_\_~~ \_\_\_\_\_

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of ~~\$750~~, to be paid on or before July 4, 2007 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 27, 2007.**
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)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

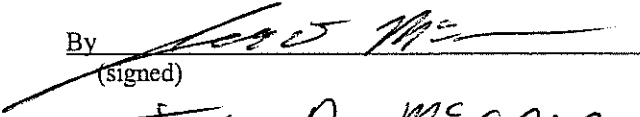
Prairie Village, Kansas, 66208

913-381-6464

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

ATTEST:

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

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

John D. McCrae  
(typed name)

Puppeteer  
(typed title)

Clement McCrae Puppet Shows  
(typed company name)

8806 JUAN HOLE TRAIL  
(typed address)

KANSAS CITY MO 64131  
(typed city, state, zip)

816 - 444 - 1492  
(typed telephone number)

MAY 25, 2007  
(date of execution)

APPROVED BY:

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



# CONTRACT

Clement McCrae Puppet Shows

Parties  
to the  
Contract

The following shall serve as a contract between:

VillageFest of City of Prairie Village represented by: Jeanne Koontz; and  
Clement McCrae Puppet Shows (Mary Susan McCrae & John McCrae, puppeteers)

We Shall Provide

### CLEMENT McCRAE PUPPET SHOWS (Mary Susan McCrae) SHALL PROVIDE:

**Four (4) performances. Puppets on Strings:** A combination marionette, hand puppets, and other puppets variety show. We will be supplying our own platform which we will set up.

- **Show Performance Date:** Tuesday, July 04, 2006
- **Performance Times:** 10:20 a.m., 11:20 a.m., 12:45 p.m. and 1:20 p.m.
- **Performance Location:** Shady area southern most part of festival grounds between 2 huge trees.  
7700 Mission  
Prairie Village, KS  
913-381-6464 ext 4207
- **Our Arrival time:** One hour prior to show time approx
- **Our Departure time:** One-half hour to an hour after show time approx

You Shall Provide

### VILLAGEFEST OF CITY OF PRAIRIE VILLAGE (Jeanne Koontz) SHALL PROVIDE:

- Workplace: a suitable and clean space for performers
- Stage Area: an open area 16' x 16'
- Need a generator supplied by Public Works Department
- Electricity: (2) 110 volt outlets within 50' of stage area.
- Publicity: The name CLEMENT McCRAE PUPPET SHOWS shall appear on all publicity about the event.
- Access to the Stage no later than 45 minutes prior to show time.

#### CONTACT PERSON:

- Jeanne Koontz, 913-381-6464 ext 4207
- Alternate Contact: \_\_\_\_\_  
Should be available between one hour before show time and one-half hour after show time



# CONTRACT

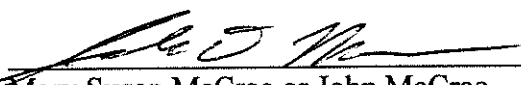
Clement McCrae Puppet Shows

**Fees**

The sum of \$ 825.00. Payment made out to **CLEMENT McCRAE PUPPET SHOWS** shall be given immediately following the first performance. **SS # 488-50-3193**

4 puppet shows	\$750.00
Platform	<u>75.00</u>
Total	\$825.00

**Signatories**

  
 Mary Susan McCrae or John McCrae  
 8806 Ivanhoe Trail  
 Kansas City, MO. 64131  
 (816) 444-1492

May 25, 2007

\_\_\_\_\_  
 Sponsor signature  
 VillageFest of City of Prairie Village

\_\_\_\_\_  
Your address

\_\_\_\_\_  
Your phone

Date: \_\_\_\_\_

**FOOD SERVICE AGREEMENT**  
**VillageFest 2007**

**THIS FOOD SERVICE AGREEMENT** is made and entered into by and between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as ("City") and HyVee, hereinafter referred to as ("Vendor").

**WHEREAS**, City is sponsoring a 4th of July celebration within the City limits of Prairie Village, Kansas, for enjoyment of the general public, which event is entitled to "VillageFest 2007" (hereinafter "VillageFest") and

**WHEREAS**, the festivities of VillageFest shall include the sale to the general public of food items; and

**WHEREAS**, City is desirous of providing booth space to Vendor during VillageFest and further desires to ensure that services provided to the general public during VillageFest are of the appropriate quality.

**NOW THEREFORE**, in consideration of the mutual benefits to the parties, it is hereby agreed as follows:

**ARTICLE 1**

**Scope, Duties and Hours of Operation**

1.1 Vendor shall have the right to sell food items as supplied by Vendor from a food booth ("Vendor's Booth") located on the site of the VillageFest 2007, the location of which shall be determined by City.

1.2 The dates and hours of operation that Vendor may operate are as follows:

Date: July 4, 2007. Hours: Set up by 9:30 a.m.; Hours of Operation from 10:30 a.m. until 2:30 p.m.; Breakdown until 4:00 p.m.

**ARTICLE 2**

**Financial Risk**

2.1 Vendor acknowledges and agrees that City's prime objective in entering into this Agreement is to ensure the availability of quality food items at a reasonable cost to VillageFest patrons. City has made no representation or warranty to Vendor to the effect that Vendor's participation in the VillageFest will be profitable for Vendor. Vendor acknowledges and agrees that its participation in VillageFest is a demanding business opportunity that involves risk and requires considerable manpower and organizational leadership and further acknowledges that there is the potential for substantial loss. Vendor further acknowledges and agrees to accept sole responsibility for protecting itself against any and all forms or types of loss.



**ARTICLE 3**  
**Rental Fee**

3.1 Vendor shall pay to City on or before June 27, 2007, a non-refundable rental fee of \$175.00. Included with submission of the rental fee shall be an executed Food Service Agreement and a Proposal Sheet that shall set forth the food items and cost of said food items that Vendor desires to sell to the general public during VillageFest.

**ARTICLE 4**  
**Signage**

4.1 Vendor shall provide signage for Vendor's Booth that shall legibly state organization or restaurant name, menu and prices. Signage is to be of professional quality and shall be subject to City's approval.

**ARTICLE 5**  
**Equipment Provided by Vendor**

5.1 Vendor shall be responsible for providing all tables, chairs and equipment utilized by Vendor to serve food items to the general public. Vendor shall also be responsible for providing its own power source, i.e. a power generator.

**ARTICLE 6**  
**Sanitary Condition of Vendor's Booth**

6.1 Vendor shall maintain Vendor's Booth and all surrounding operating area in a neat, clean and sanitary condition and in good order and repair, free and clear of all litter, debris and rubbish at all times. Vendor shall be responsible for the cleanup of Vendor's Booth on an ongoing basis during the VillageFest, at the conclusion of business and at the conclusion of VillageFest. Vendor's cleanliness responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth if Vendor fails to maintain clean and sanitary conditions in and around Vendor's Booth during the term of this Agreement.

**ARTICLE 7**  
**Security and Risk of Loss**

7.1 Vendor is responsible for all items of personal property and/or inventory owned and/or utilized by Vendor throughout the term of this Agreement, including, but not limited to, those items left in and around Vendor's Booth 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 food items, equipment, cash and other items belonging to or in the possession of Vendor is Vendor's. 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.

7.2 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 during VillageFest.

## **ARTICLE 8**

### **Access to Facilities**

8.1 Vendor shall have access to Vendor's Booth to set-up on July 4, 2007, from 7:00 a.m. to 9:30 a.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. City shall not be responsible in the event of the towing of Vendor's vehicle(s).

8.2 Vendor shall furnish City a list of all equipment requiring electrical power prior to execution of this Agreement and shall attach any such 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.

## **ARTICLE 9**

### **Items Sold and Prices**

9.1 The items sold by Vendor and the prices charged for these items shall be consistent with the family-oriented spirit of the VillageFest. Vendors must prepare a Proposal Sheet which sets forth all items Vendor desires to sell to the general public during VillageFest and the cost of said items prior to execution of this Agreement. Such proposal sheet shall be attached to this Agreement as Exhibit B. Exhibit B is hereby incorporated into this Agreement. Any amendments to Exhibit B must be approved by City in writing.

9.2 Vendor shall not serve free food to anyone at any time other than to volunteers, representatives, staff and employees of vendor.

9.3 All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulations of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.

**ARTICLE 10**  
**Business Information**

10.1 Notifications and any other notices under this Agreement shall be made as follows:

If to City:

City Clerk  
7700 Mission Road  
Prairie Village KS 66208  
(913) 381-6464  
(913) 381-7755

If to Vendor:

10.2 Vendor's Tax Identification Number is: \_\_\_\_\_.

**ARTICLE 11**  
**Compliance With Laws**

11.1 Vendor, all of Vendor's volunteers, representatives, staff and employees shall at all times during VillageFest comply with the laws of the State of Kansas and with City's ordinances, rules, regulations, and guidelines and shall at all times comply with all requests of the City or the City's representatives.

11.2 Vendor shall obtain all necessary permits and licenses in order to operate a Vendor Booth at VillageFest and shall provide copies of such permits and licenses to the City prior to June 27, 2007.

**ARTICLE 12**  
**Insurance and Hold Harmless**

12.1 Vendor shall furnish to City 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 \$100,000.00 with the City named as an additional insured on such policies. Copies of said policies shall be provided to City on or before June 27, 2007.

12.2 Vendor agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, Vendor agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending such claims resulting from Vendor's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. Vendor specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from the food ingested by such person and/or by virtue of the conditions of the premises located at Vendor's Booth.

## **ARTICLE 13**

### **Staff**

13.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.

13.2 Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages when on duty at, in or near Vendor's Booth.

13.3 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 and City shall not be responsible for injuries or bodily damage done to Vendor, Vendor's volunteers, employees, representatives and/or staff.

## **ARTICLE 14**

### **Cancellation**

14.1 City shall retain the right to cancel this Agreement at any time and for any reason without penalty. In the event this Agreement is canceled, Vendor shall not be entitled to a refund of Vendor's Rental Fee as set forth in this Agreement.

## **ARTICLE 15**

### **Entire Agreement**

15.1 This Agreement evidences the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to VillageFest.

ARTICLE 16


Effective Date

16.1 This Agreement is effective upon City's acceptance as evidenced by execution of this Agreement by a City authorized representative in the space provided below.

CITY OF PRAIRIE VILLAGE:

VENDOR: Hy-Vee Inc.

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

By: 

Printed Name: \_\_\_\_\_

Printed Name: Travis Jilley

Title: \_\_\_\_\_

Title: Manager of Store operations

Date: \_\_\_\_\_

Date: 5/22/07

PROPOSED FOOD ITEMS

<u>FOOD</u>	<u>PRICE</u>
<u>Hamburger/cheeseburger</u>	<u>1.50</u>
<u>Brats</u>	<u>1.50</u>
<u>Hot Dogs</u>	<u>1.00</u>
<u>Large Bag Chips</u>	<u>1.00</u>
<u>Potato Salad / Cole Slaw cups</u>	<u>.50 c</u>
<u>Red Bull</u>	<u>2.00</u>
<u>Gatorade</u>	<u>1.00</u>
<u>Water</u>	<u>.50 ¢</u>
<u>Soda</u>	<u>1.00</u>
<u>Brownies</u>	<u>1.00</u>

Due to the lack of power supply on the grounds we strongly encourage you to provide generators. If you cannot, electricity will be provided on a first come first serve basis. If any electrical items need to be plugged in, the following information is needed:

VOLTS \_\_\_\_\_  
 AMPERAGE \_\_\_\_\_

#OF OUTLETS \_\_\_\_\_

*Pass. by outlet  
 for ice cream freezer?  
 I will contact  
 ASAP to let  
 you know*

As a Vendor you are responsible for proper signage. This needs to be visible and also include prices. We will provide advertising, a map of the grounds, & signs throughout the grounds for direction.

When I have received all of the contracts I will confirm your participation. Information will be sent to you regarding your location on the Municipal Campus.

**There is also NO ALCOHOL to be sold at the event!!!!**

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Kansas City T-Bones, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; 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:

Two Hour Mascot Appearance

3. Hours of Operation: The Vendor shall provide services to the general public from 11:00 a.m. to 1:00 p.m. on July 4, 2007. 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 July 4, 2007 from 10:30 a.m. to 1:30 p.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 \$150, to be paid on or before July 4, 2007 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 27, 2007.**
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**

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

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas. 66208

913-381-6464

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

ATTEST:

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

**VENDOR**

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

\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(typed title)

\_\_\_\_\_  
(typed company name)

\_\_\_\_\_  
(typed address)

\_\_\_\_\_  
(typed city, state, zip)

\_\_\_\_\_  
(typed telephone number)

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

APPROVED BY:

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

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 23 day of May, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and The Marching Cobras, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; 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:  
  
Entertainment for 30 minutes on July 4, 2007, 11:00 a.m., at 7700 Mission Road, Prairie Village, KS 66208.
  
3. Hours of Operation: The Vendor shall provide services to the general public from 11:00 a.m. to 11:30 a.m. on July 4, 2007. 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 July 4, 2007 from 10:00 a.m. to 11:30 a.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 \$750, to be paid on or before July 4, 2007 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 27, 2007.**
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

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

Ronald L. Shaffer \_\_\_\_\_

Mayor \_\_\_\_\_

City of Prairie Village \_\_\_\_\_

7700 Mission Road \_\_\_\_\_

Prairie Village, Kansas, 66208 \_\_\_\_\_

913-381-6464 \_\_\_\_\_

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

ATTEST:

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

VENDOR

By: Willie Arthur Smith \_\_\_\_\_  
(signed)

Willie Arthur Smith \_\_\_\_\_  
(typed name)

CEO/FOUNDER/DRILL MASTER \_\_\_\_\_  
(typed title)

Willie Arthur Smith's Marching Cobras \_\_\_\_\_  
(typed company name)

P.O. Box 280055 \_\_\_\_\_  
(typed address)

KC, Mo 64128 \_\_\_\_\_  
(typed city, state, zip)

(916) 668-4083 \_\_\_\_\_  
(typed telephone number)

5/23/07 \_\_\_\_\_  
(date of execution)

APPROVED BY:

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

**COUNCIL COMMITTEE OF THE WHOLE  
May 21, 2007**

The Council Committee of the Whole met on Monday, May 21, 2007 at 6:00 p.m. The meeting was called to order by Council President Andrew Wang with the following members present: Mayor Shaffer, Al Herrera, Bill Griffith, David Voysey, Michael Kelly, Laura Wassmer, Pat Daniels, Charles Clark, Wayne Vennard, Diana Ewy Sharp and David Belz. Staff members present: Barbara Vernon, City Administrator; Captain Wes Jordan, Acting Chief of Police; Bob Pryzby, Director of Public Works; Doug Luther, Assistant City Administrator; Karen Kindle, Finance Director; and Joyce Hagen Mundy, City Clerk.

Al Herrera moved the approval of the Consent Agenda for Monday, May 21, 2007:

- **Continue Special Use Permit for Communications Antenna at 7700 Mission Road**

**CONTINUE**

The motion was voted on and passed unanimously.

**COU2007-39 Consider Amendments to Personnel Policy 1095 - Recreation Memberships**

Doug Luther stated a review of the City's taxation of benefits revealed a need to revise the recreation membership policy to include how the value of the swimming pool membership will be taxed. This change is reflected by the addition of the following language in Section V. C "Employees will be taxed on the value of the swimming pool membership they elect via the City's payroll system. The taxable value of the swimming pool memberships will be determined by IRS regulations for taxable benefits.

Charles Clark made the following motion, which was seconded by Wayne Vennard and passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE AMENDMENTS TO  
PERSONNEL POLICY 1095 ENTITLED "RECREATION MEMBERSHIPS"  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2007-36 Consider Council Retreat**

Wayne Vennard stated Jim Hunt has stated he was available to conduct the Council Retreat on July 7<sup>th</sup>. Charles Clark asked how long the retreat was expected to last. Mr. Vennard responded he felt 9 am to 3 pm would be sufficient

time. Council members present checked their schedules and confirmed that all except Al Herrera would be able to meet on July 7<sup>th</sup>.

Mr. Hunt would be notified and a contract drawn up for the July 7<sup>th</sup> date for approval by the City Council

## **COU2007-08          Consider 2008 Budget**

**Administrative Services** - This program area includes Human Resources, Financial Management and Administrative services and is expected to decrease by 1.7% in 2008.

### **Personnel**

Personnel costs in these programs will drop by 14% in 2008 as the 2007 budget included funding for the implementation of the 2006 compensation study.

### **Contract Services**

This budget area is expected to increase 8.7% or approximately \$16,000 due primarily to the implementation of the new payroll processing and Human Resource Information System in the spring of 2007. The 2008 budget also includes \$7,500 for the implementation of an automated time and attendance system. Staff project efficiency savings to exceed the costs of the new system.

This is a web/network based time clock that would be integrated with the city's new payroll system and computer network. Currently time sheets are completed, verified and entered by hand taking considerable staff time. This software would eliminate the duplication of data entry, improve accuracy and efficiency and provide greater payroll security. The estimated savings in the Public Works Department alone in reduced staff time is \$5,000.

Laura Wassmer asked if this was a one-time or an on-going expenditure. Mr. Luther replied the \$7,500 would be an on-going cost. David Voysey confirmed this was also the case with the cost of the time clocks and noted the proposed expenditure of \$7500 would result in \$5000 in savings. Mr. Luther noted with the inclusion of all city departments, he anticipates the savings to be greater than the cost of the system.

Andrew Wang asked if there was any point at which the city would own the equipment or does the lease require regular upgrades of the software. Mr. Luther stated he had not investigated the terms of the contract as part of the budget presentation process.

David Voysey asked what the current costs were for this process. Mr. Luther responded the staff time is significant with equipment cost being minimal.



Pat Daniels confirmed the software would make the process easier with the savings resulting from the fewer staff hours involved in processing. He asked if 5 to 10 years down the road, would this be looked back upon as a good decision.

Included in the initial budget request was a wellness incentive program at an annual cost of \$4,400. This item has been removed.

### **Capital Expenditures**

The 2008 budget includes the following capital equipment purchases for a total cost of \$19,300:

- Notebook PC/docking station replacement - \$1,800 - scheduled replacement
- Tape Drive Replacement - \$6,000 (The current tape drive was installed seven years ago. Our network currently has more data than can be handled causing two backup tapes to be prepared each day. It is a function of the growing network.)
- Router Replacement - \$6,000 (This was purchased in 1999 and is no longer supported by its manufacturer. This is considered a part of the scheduled computer equipment upgrades.)
- Replace Websense Server - \$5,500 - scheduled replacement for server installed in 2002.

The initial 2008 budget request also included \$130,000 for a Corporate Performance Measurement (CPM) and budgeting software. This item has been removed.

After the adoption of the 2007 budget, staff began examining alternative methods of preparing the City's budget and tracking historical budget data. Doug Luther reviewed the current process followed by staff in preparing the budget for review by the City Council.

The process includes consolidating and reconciling data between the City's accounting software system, a Microsoft Access Data base, and numerous spreadsheets created and maintained by individual departments. This process is inefficient, frustrating and prone to errors due to the duplication of effort required to transfer and translate data between these various systems. The end result is that as much time is spent auditing spreadsheets and formatting the budget document as is spent analyzing the actual budget.

Mr. Luther stated one of the greatest challenges encountered in using this process is the difficulty of performing forecasting or "what if" analysis without jeopardizing the consistency and accuracy of the overall budget document. Because there are so many spreadsheets involved, changes made in one spreadsheet may not flow through the entire system, making version control a constant challenge.

Corporate Performance Management (CPM) and budgeting software system, is frequently used in the private sector to assist companies with planning and forecasting; however, it can be applied to government budgeting as well.

The Finance Committee has recommended consideration of the proposal for a CPM system during the 2008 budget discussions.

The features offered by the system are as follows:

- All budget data is in the same place
- Integration with the accounting system
- Server-based system
- Notes and comments
- HR Planning
- Reporting
- Balanced Scorecard/Dashboard Reporting
- Non-Financial Information
- Capital Equipment Planning & Forecasting

The advantages offered by this system include:

- Consolidation of all budget data in a single location to ensure that everyone has the same information and accurate version control.
- Increased efficiency through the elimination of multiple levels of data entry and duplication of effort with the information hosted in a centralized data base.
- On an on-going basis, provision for the production and distribution of monthly status and performance reports in minimal time providing department managers with ready access to current information.

Pat Daniels confirmed although this is primarily used in the private sector, some governmental agencies are using it. He asked if this was something that could be shared between two cities. Mr. Luther responded that sharing a system would be unlikely because the software is designed to meet the particular needs of the City.

David Voysey stated the finance committee supports the software if the hurdle of the significant cost can be overcome. He noted the committee has asked Barbara Vernon to keep track of the hours spent on budgeting.

Wayne Vennard stated he feels it will save a great number of staff hours. Mr. Voysey stated he likes the ability to assist in performance analysis looking forward. Charles Clark stated the committee supported the software in principle, but asked staff to do more research.

Michael Kelly asked what other types of programs were investigated by staff. Doug Luther responded a request for proposals was distributed stating what

features and capabilities the city was seeking in a system. Three proposals were received, references were checked and two firms were interviewed.

David Belz stated he felt this is should go back into the budget. Andrew Wang stated budget decisions would be made after presentation of the entire budget.

Bill Griffith questioned the amounts presented for personnel. He stated in comparing the 2006 budget to the proposed 2008 budget, there is an increase of 14%, not the decrease stated by staff.

Doug Luther responded the 2007 budget included \$52,000 for the compensation study and related adjustments to salary ranges, when that is factored out, you are left with the 5% merit pool, and estimated 15% increase in health insurance costs.

Bill Griffith noted overall personnel costs across the board reflect approximately a 7% increase and asked what percentage of the entire budget are personnel costs. Mr. Luther responded they are 35-40% of the entire budget. In the public safety area, personnel costs represent 74% of their budget. Mr. Griffith stated this is the area he feels the Council should be looking at.

### **Special Presentation on Global Warming**

#### **Kristen Riott, Prairie Village Environmental Committee**

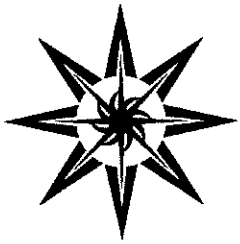
Kristen Riott stated she and another resident had recently trained with Al Gore as one of 80 individuals. Ms Riott gave a PowerPoint presentation related to studies and statistic on the impact of global warming throughout the world. The presentation covered both the causes and consequences of global warming.

Ms Riott noted the economic and societal impact of global warming caused by environmental dislocation of individuals following disasters such as Katrina. Ms Riott presented slides on the projected impact on Kansas. The potential consequences are serious; however, we have the technology to solve the problems.

Kristen Riott shared what other communities are doing to address the problems and what the environment/recycle committee is studying as ways for the City of Prairie Village to address the issue. She thanked the Council for the opportunity to address them and stated she and the committee will continue to keep them informed on solutions for Prairie Village residents. They want the environment to be a top priority for the City of Prairie Village.

Council President Andrew Wang adjourned the meeting at 7:30 p.m.

Andrew Wang  
President



City Council Policy: PP1095: RECREATION MEMBERSHIPS

Effective Date: June 4, 2007

Amends: PP1095: RECREATION MEMBERSHIPS, May 1, 2006

Approved By: Governing Body, June 4, 2007

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I. SCOPE

A. This policy applies to all City employees.

II. PURPOSE

A. To provide City swimming pool memberships at no cost to employees, spouses, and their dependents living in the same residence.

III. RESPONSIBILITY

IV. DEFINITIONS

A. "Employee" is defined as anyone classified as such in *Personnel Policy #720 - Definitions of Employment Status*.

V. POLICY

A. Memberships for the Prairie Village swimming pool will be provided to eligible employees, spouses and their dependents living in the same residence without charge.

B. Seasonal employees are only eligible for individual memberships for themselves.

C. Employees will be taxed on the value of the swimming pool membership they elect via the City's payroll system.

## Communications Committee Report

### Issue:

Should the City enter into an agreement with CGI Communications to produce and host video for playback on the City's web site?

### Background:

Through a partnership with the US Conference of Mayors, CGI Communications has developed a program to produce brief videos about communities for playback on city web sites.

This program is similar to the Community Profile the City published last year. There is no cost to the City for producing the video. However, the agreement would allow CGI Communications to solicit Prairie Village businesses, enabling them to advertise on the video portion of the City's website.

The agreement would provide:

- 1 minute welcome video from the Mayor
- 3 additional 1 minute videos
- All video production services (camera work, scripting, voice overs, editing, etc.)
- Hosting of the video files on the CGI server

The City would be responsible for placing a link on the City's website to the CGI server, which would allow visitors to the Prairie Village site to view the videos. The City would also be required to provide CGI Communications with a letter endorsing the program which CGI could use in marketing the program to local businesses.

The agreement has been reviewed and approved by the City Attorney.

### Financial Impact

There would be no cost to the City for the production of the four videos. However, if the City wants to provide additional or updated video for the website, the City would be responsible for the cost of producing these videos. The agreement would allow the City, at its option, to post an additional five minutes of video per month. CGI would continue to host these videos on their server at no additional charge.

### Recommendation

Recommend the City Council approve a Community Video & Business Showcase Agreement with CGI Communications.

# Community Video & Business Showcase Agreement

CGI Communications, Inc.  
130 East Main Street, 8th Floor  
Rochester, NY 14604  
(800) 398-3029 phone  
(585) 427-0075 fax

Name: Doug Luther  
Title: Assistant City Administrator  
Address: 7700 Mission Road  
City, State, Zip: Prairie Village, KS 66208  
Phone: 913-385-4603  
Email: dluther@pvkansas.com  
Website: www.pvkansas.com

This agreement is between CGI Communications, Inc. and Prairie Village, KS and shall remain in effect for 1 year from the date it is signed by both parties until the completion of one year of videos available for viewing on the [www.pvkansas.com](http://www.pvkansas.com) website homepage. The program will automatically renew on the anniversary for the second and third year. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.

CGI Communications, Inc. and its e-LocalLink division shall provide a Community Video Showcase as follows:

- Website Welcome video from your Mayor or other civic leader (approx. 1 minute in duration)
- 3 additional videos (approx 1 minute each in duration) to highlight various aspects of your community and/or organization
- Script writing and video content consultation
- A videographer to come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Showcase content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Viewer access of the Community Video Showcase from your website shall be facilitated by e-LocalLink providing HTML source code for graphic link to be prominently displayed on the [www.pvkansas.com](http://www.pvkansas.com) website homepage. Code will be provided immediately upon completion and approval of finished videos
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and e-LocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- e-LocalLink will own copyrights of the master Community Video Showcase
- CGI Communications will also provide Prairie Village, KS with a DVD copy of their videos which are not to be used for resale purposes
- Prairie Village, KS will assume no cost or liability for this project

Program Add-On if signed and received by 06/08/2007

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content will be provided to CGI by the Village of Prairie Village, KS.

Prairie Village, KS shall provide the following:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Showcase
- Agrees to give e-LocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to place a graphic link on the [www.pvkansas.com](http://www.pvkansas.com) website homepage within 10 business days of receipt of HTML source code and have it remain there for the term of the agreement
- Provides e-LocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

Prairie Village, KS

CGI Communications, Inc.

Signature:

Signature: 

Name Printed: Barbara Vernon

Name Printed: Nicole Rongo

Title: City Manager

Title: Marketing Manager

Date:

Date: 5/16/2007

COMMUNICATIONS COMMITTEE  
28 MARCH, 2007  
MINUTES

The Communications Committee met at 5:30 pm in the Executive Conference Room. Members present: Andrew Wang, Chairman, and Karen Chapman. Also present: Doug Luther.

Internet Video

Mr. Luther reported that through a joint program between the US Conference of Mayors and CGI Communications, four, 60 second videos about Prairie Village can be produced and broadcast on the City web site. CGI Communications would produce the videos and store them on a CGI server. The City would then place a link on its web site to the videos. CGI would also solicit advertising from local businesses, and the business logos and links would border the video when it is played on the web site.

Mr. Luther said that CGI would produce the first four videos at no cost, and that the City could post up to five minutes of new video each month. However, the City would be responsible for the cost of producing any additional videos. Mr. Luther said he has not priced video services recently, but it would likely cost several thousand dollars per year to keep fresh video footage on the site.

Committee members said they would like to think more about this issue, and expressed concerns with the ongoing costs of obtaining this "free" service. Committee members added that it would be important for video posted on the City's web site to be high-quality.

Mr. Luther said he would send committee members links to other cities that are utilizing this service. After reviewing these, the committee could re-convene to discuss.

2007 Web Site Expansion

Mr. Luther presented several ideas City staff has developed for expanding the functionality of the City web site, noting that the 2007 budget contains \$10,000 for this purpose. Some of these items can be done by City staff at not additional cost, other than staff time. Other features, however, will require assistance from the City's website designers.

Suggested site enhancements include:

- Photos and bios for elected officials - *City Staff*
- Searchable codebook feature - This was implemented in early 2007
- Drop down menus --

- More prominently feature calendar of events
- Update all photos
- Photo gallery images for home page --
- E-mail newsletter distribution system
- On-line sample survey tool
- Separate page for each City Park
- Database / storage and retrieval system for all Council/Committee minutes

Mr. Luther said the following items would require professional help:

- E-mail newsletter distribution system
- On-line sample survey tool
- Database / storage and retrieval system for all Council/Committee minutes

Committee members liked the idea of the e-mail distribution system, which would allow users to "sign-up" to receive information about the City. This would allow them to receive e-mail notifications when new information is added to the site, such as council packets, newsletters, etc. Committee members directed Mr. Luther to obtain pricing for this feature.

Committee members discussed an on-line survey. This could be developed, or the City could use an online survey tool such as Zoomerang or SurveyMonkey. Committee members directed staff to look into these options. However, they noted that surveys obtained on-line are not likely to be statistically valid.

Mr. Luther said the storage/retrieval system for Council and Committee minutes would provide a more user friendly way for residents to get information about the activities of the city's various committees. While this information is currently available in the Council packets, it is often difficult for the casual user to easily locate this information. A database storage system would simplify this process greatly for users of the site. Committee members directed Mr. Luther to obtain pricing for this feature.

There being no further business, the meeting adjourned.

Andrew Wang  
Chairman



## MAYOR'S ANNOUNCEMENTS

Monday, June 4, 2007

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

Community Center Committee	06/05/2007	5:00 p.m.
Planning Commission	06/05/2007	7:00 p.m.
<b>City Council Budget Worksession</b>	<b>06/11/2007</b>	<b>6:00 p.m.</b>
Sister City	06/11/2007	7:00 p.m.
Park & Recreation Committee	06/13/2007	7:00 p.m.
Council Committee of the Whole	06/18/2007	6:00 p.m.
City Council	06/18/2007	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature a watercolor exhibit by Jack O'Hara in the R.G. Endres Gallery during the month of June. The opening reception will be June 8<sup>th</sup> from 6:30 to 7:30 p.m.

The Johnson County Transportation Council and Johnson County Transit staff will present their Five Year Strategic Plan in a public meeting on Monday, June 4<sup>th</sup> from 1:30 to 3:30 p.m. in the Sunset Building, 11811 S. Sunset Drive, Olathe and on Monday, June 11<sup>th</sup> from 5:00 to 7:30 at the Sylvester Powell Community Center, 6200 Martway, Mission.

Recreation memberships are now on sale at the City Clerk's Office.

**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.

**INFORMATIONAL ITEMS**  
**June 4, 2007**

1. Committee Assignments for 2007-2008
2. Updated Committee Listings
3. Planning Commission Agenda - June 5, 2007
4. VillageFest Committee Minutes - April 26, 2007
5. Park & Recreation Committee Minutes - May 9, 2007
6. Sister City Committee Minutes - May 14, 2007
7. PV Municipal Foundation Minutes - May 17, 2007
8. Prairie Village Arts Council Minutes - May 16, 2007
9. Mark Your Calendars
10. Committee Agenda

## **Council Assignments 2007-2008**

### **Park and Recreation**

Diana Ewy Sharp - Chair  
Al Herrera – Vice Chair

### **Planning Commission Liaison**

Pat Daniels

### **Communications Committee**

Andrew Wang – Chair  
Michael Kelly – Vice Chair

### **Insurance Committee**

Charles Clark – Chair  
Wayne Vennard – Vice-Chair

### **Supplemental Pension**

Charles Clark – Chair  
Wayne Vennard

### **Animal Control Committee**

Andrew Wang – reporting member

### **Environment/Recycle Committee**

Ruth Hopkins  
Bill Griffith

### **Sister City**

Michael Kelly – reporting member

### **Tree Board**

Laura Wassmer

### **Villagefest**

Diana Ewy Sharp – reporting member

### **ADA Advisory**

Ruth Hopkins – Chair

### **Municipal Foundation**

Pat Daniels

### **Ad-Hoc Finance Committee**

David Voysey - Chair  
Charles Clark  
Wayne Vennard  
Bill Griffith

### **Police Pension**

Charles Clark – Chair

### **Arts Council**

David Belz – reporting member

### **Homes Association Group**

Michael Kelly

### **County Environmental Board**

Ruth Hopkins

### **County Transportation Board**

David Belz

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**INTEROFFICE MEMORANDUM**

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**TO:**  
**FROM:** JOYCE HAGEN MUNDY  
**SUBJECT:** REVISED COMMITTEE LISTINGS  
**DATE:** 5/31/2007

ATTACHED ARE REVISED COMMITTEE LISTINGS REFLECTING THE RECENT COMMITTEE AND COUNCIL APOINTMENTS MADE THIS MONTH

- City Council Permanent Standing Committees
- Ad-hoc Community Center Committee
- Ad-hoc Finance Committee
- Executive Search Committee
- ADA Advisory Committee
- Animal Control Advisory Committee
- Board of Code Appeals
- Board of Zoning Appeals
- Civil Service Commission
- Communications Committee
- Environment/Recycle Committee
- Insurance Committee
- Park & Recreation Committee
- Planning Commission
- Police Pension Board
- Prairie Village Arts Council
- Prairie Village Municipal Foundation Executive Committee
- Sister City Committee
- Supplemental Pension Board
- Tree Board
- Villagefest 2007 Committee

**CITY COUNCIL COMMITTEES**  
**Permanent Standing Committees**  
**2007-2008**

**COUNCIL COMMITTEE**

Al Herrera	Bill Griffith
David Voysey	Ruth Hopkins
Michael Kelly	Andrew Wang – Council President
Laura Wassmer	Pat Daniels
Wayne Vennard	Charles Clark
David Belz	Diana Ewy Sharp
Mayor Ron Shaffer	

Meets 1<sup>st</sup> & 3rd Monday of each month  
6:00 p.m. - Council Chambers

**Policy/Services & Legislative/Finance Committees suspended until 7/2007**

**PARK & RECREATION COMMITTEE**

Diana Ewy Sharp, Chair	Al Herrera, Vice Chair
Joe Nolke	Kathy Peterson
Shawn Hickey	A.J. LoScalzo
Zachary Hardy	Peggy Couch
Diane Mares	Clarence Munsch
Shelly Trewolla	James Bernard, Jr.
Vacancy, Student Rep.	Vacancy, Student Rep
Ex Officio: Mayor Shaffer	
Staff: Barbara Vernon	
Bob Pryzby	
Mike Helms	

1 Each Ward, 2 At-Large, 2 Council, 2 Tennis/Swimming Reps, 2 Youth - 3 Year Term  
Meets 2nd Wednesday of each month,  
7:00 p.m. - Multipurpose Room

**PLANNING COMMISSION**

Ken Vaughn, Chair	Marc Russell
Robert McKim, Jr.	Randall Kronblad
Marlene Nagel	Bob Lindeblad, Vice-Chair
Nancy Vennard	
Ex Officio: Mayor Shaffer	
Council Liaison: Pat Daniels	
Staff: Joyce Hagen Mundy	

7 Members - 3 Year Term  
Meets 1st Tuesday of the Month  
7:00 p.m. - Council Chamber

## **BOARD OF ZONING APPEALS**

Marc Russell  
Robert McKim, Jr.- Chair  
Marlene Nagel  
Bob Lindeblad  
Ex Officio: Mayor Shaffer  
Staff : Joyce Hagen Mundy  
Council Liaison: Pat Daniels

Nancy Vennard  
Randall Kronblad, Vice-Chair  
Ken Vaughn

7 Members (P.V. Residents) - 3 Year Term  
Meets 1st Tuesday when Necessary  
6:30 p.m. - Council Chamber

## **ANIMAL CONTROL**

James Dinesen, Chair  
Vacancy  
Richard Webber, DVM  
Ex Officio: Mayor Shaffer  
Staff: Chief Charles Grover  
Council Rep: Andrew Wang

Vacancy  
Michelle McElroy

5 Members at Least 2 Residents - 2 Year Term  
Meets when Necessary

## **CIVIL SERVICE COMMISSION**

David Lillard, Chair  
Patrick Delaney  
Lori Sitek  
Ex Officio: Mayor Shaffer  
Staff: Chief of Police

Tom Brill  
Alleen VanBebber

5 Members - 3 Year Term  
Meets when Necessary

## **PRAIRIE VILLAGE ARTS COUNCIL**

Randall Kronblad, Chair  
Bill Rose  
Inge Dugan  
Vacancy  
Jan Marsh  
John R. Shearer, II  
Pam Marshall  
Ex Officio: Mayor Shaffer  
Staff: Doug Luther

David Belz, Council Liaison  
Vacancy  
Annie Brabson  
Vacancy  
Bob Endres  
Vacancy  
Vacancy, Youth Rep.  
Leigh Nelson, Student Representative

12 members: (preferably 1 each Ward, At-Large), 2 Youth - 3 Year Term  
1 Council Member as reporting member - Chair to be one of the twelve volunteer members  
Meets 3rd Wednesday  
7:00 p.m. - Multipurpose Room

### **COMMUNICATIONS COMMITTEE**

Andrew Wang, Chair	Michael Kelly, Vice-Chair
Karen Chapman	Vacancy
Shelley Barrett	Vacancy
Vacancy	Christine Adams
Ex Officio: Mayor Shaffer	Youth Vacancy
Staff: Doug Luther	Youth Vacancy

8 Members preferably representing various areas of the city, 2 Youth; 3 Year Term  
Meets When Necessary

### **INSURANCE COMMITTEE**

Charles Clark, Chair	Wayne Vennard, Vice-Chair
Richard Callahan	Larry McPherron
Vacancy	Jarrold Forbes
Ex Officio: Mayor Shaffer	
Staff: Barbara Vernon, Doug Luther	

Council members as chair & vice-chair and  
3-4 members with insurance background  
Meets When Necessary

### **ADA ADVISORY COMMITTEE**

Ruth Hopkins, Chair	Gary Groening
Craig Phillips	Martha Wyrsh
Michele Ohmes	Jon & Kim Ratliff
Alleen VanBebber	
Ex-Officio: Mayor Ron Shaffer	
Staff: Bob Pryzby	

Meets when Necessary

### **ADA COMPLIANCE COMMITTEE**

Barbara Vernon, City Admin. (Chair)	Robert Pryzby, ADA Coordinator
Vacancy, Chief of Police	Nic Sanders, Personnel Director

Meets when Necessary

### **BOARD OF CODE APPEALS**

Tom Brown, Chair	Gene Bockelman
Kenneth Poe	Dick Kaufman
Joe Zimmerman	Robert Hutton
Ex Officio: Mayor Shaffer	
Staff: Doug Luther	
Jim Brown, Building Official	

6 members of qualified training & experience  
5-year Term, established by 1994 UBC  
Meets When Necessary

### **SISTER CITY COMMITTEE**

James Hohensee  
Cleo Simmonds  
Robert Moffat  
Carole Mosher  
Vacancy

Cindy Dwigans, Chair  
Bob McGowan  
Dick Bills  
Allan Beshore

Student Members - Vacancy  
Council Liaison: Michael Kelly  
Ex-Officio: Mayor Ron Shaffer  
Staff: Doug Luther

12 members including 1 Councilmember, 2 student members  
Meets 2<sup>nd</sup> Monday of Month  
7:00 p.m.

### **TREE BOARD**

Gregory VanBooven, Chairman  
Jack Lewis  
Luci Mitchell  
Clifford Wormcke  
Vacant Youth Rep.  
Ex-Officio: Mayor Ron Shaffer  
Staff: Bob Pryzby

Linda Bishop  
Deborah Nixon  
Art Kennedy  
Jim Hanson  
Vacant Youth Rep.  
Council Liaison: Laura Wassmer

9 members with one being a member of the Council & 2 student members  
Three-year term

Meets 1<sup>st</sup> Wednesday of Bi-Monthly @ 6:00 p.m.

### **MUNICIPAL FOUNDATION**

Marcia Jacobs  
Barbara Vernon, Secretary  
Andrew Wang (Communications)  
Bill Rose (MAC Rep.)  
A.J. LoScalzo (Park Comm.)  
Diana Ewy Sharp (Park Chair)  
Pat Daniels (Council Rep)

William Nulton, President  
Mayor Ronald Shaffer, Treasurer  
Mary Engelken  
Doris Wieggers, Vice President  
Joan Peschka  
Marilyn Uppman

Membership: Mayor, Park Committee Chair, Council member, Park Committee member, Municipal Arts Committee member, Communications Committee member, City Administrator and eight residents  
3 Year Term - Meets at Least Annually

### **POLICE PENSION BOARD OF TRUSTEES**

James Whittier  
Charles Clark, Chairman  
Tim Schwartzkopf, Police Dept. Rep.  
Ex Officio: Mayor Shaffer  
Staff: Barbara Vernon, Plan Administrator

Doug Luther, Assistant City Administrator  
3 Members and Plan Administrator  
Meets When Necessary



## SUPPLEMENTAL PENSION ADVISORY COMMITTEE

Charles Clark, Chairman  
Wayne Vennard, Vice-Chairman  
Bob Pryzby, Employee Representative  
Ex Officio: Mayor Shaffer  
Staff: Barbara Vernon & Doug Luther  
Appointed by Mayor until successor appointed  
Meets When Necessary

## ENVIRONMENT/RECYCLE COMMITTEE

Margaret Thomas, Chair	Toby Grotz
Mary Montello	Pete Jarchow
Bob Pierson	Ben & Lisa Riggin
Cheryl and Don Landes	Margaret Goldstein
Kathy Riordan	Polly Swafford
Margaret Goldstein	Kristin Riott
Theresa (Teri) Carey	Penny Mahon
Anne-Marie Hedge	Linda Smith
Diane Mooney	Tom Heintz
Clair Barron	
Dylan Lehrbaum	Vacant (Youth rep)
Bill Griffith, Council Representative	Bill Griffith, Council Representative
Ex Officio: Mayor Shaffer	
Staff: Doug Luther	

Established in 1996  
3 year Term  
Meets As Necessary

## VILLAGEFEST

Bob Pisciotta, Chair	Tracy Hill
Diana Ewy Sharp, Council Liaison	Amy Haulmark
Jim Bernard	Dennis Rice
Joel Crown	Ann Bontrager
Arthur Dick	Chris Andrews
Doug Sharp	Kathy Peters
Ann & John Lilak	Ed Roberts
Jim Hanson	Frank Bardwell
Kathy Peterson	Luci Mitchell
Lissa Haag	Shanna Vance
Roger Zalneratis	Jan Marsh
Chris Andrews	
Ex-Officio: Mayor Ron Shaffer	
Staff: Barbara Vernon	Bob Pryzby
Jeanne Koontz	Mike Helms
Capt. Wes Jordan	

Meets 4<sup>th</sup> Thursday of the Month

**DISTINGUISHED CITIZEN AWARD COMMITTEE**

**Appointed by Mayor**

4 Council, 3 Residents Members - 2 Year Term  
Meet as Needed at Least Once Each Year

**DEFERRED COMPENSATION BOARD**

Barbara Vernon  
Robert Pryzby  
Doug Luther

Joyce Hagen Mundy  
Charles Grover

Established by Ord. 1822  
Meets whenever necessary

**EMPLOYEE BENEFITS COMMITTEE**

Bettina Jamerson  
Wes Jordan  
Ryan King  
Nic Sanders

Joyce Hagen Mundy  
Kyle Shipps  
Barbara Vernon  
Connie Walsh

Meets when Necessary

**AD HOC COMMITTEE FOR COMMUNITY CENTER  
FEASIBILITY STUDY  
Meets as needed  
Established by Council Policy 020**

David	Belz	Chairman	7818 Pawnee Prairie Village, KS 66204	913-648-2459 913-362-7295 (w) <a href="mailto:dbelz@kc.rr.com">dbelz@kc.rr.com</a>
Bill	Griffith		6812 El Monte Prairie Village, KS 66208	913-677-0698 816-842-1762 (w) <a href="mailto:william.griffith@netzero.net">william.griffith@netzero.net</a>
Wayne	Vennard		4011 West 87 <sup>th</sup> Street Prairie Village, KS 66207	913-642-6740 <a href="mailto:Wvennard@kc.rr.com">Wvennard@kc.rr.com</a>
Laura	Wassmer		8005 Roe Avenue Prairie Village, KS 66208	913-648-8379 913-438-8020 ext 232 (w) <a href="mailto:wassmerpv@aol.com">wassmerpv@aol.com</a>
Dale	Warman		6501 Hodges Drive Prairie Village, KS 66208	913-236-9730 <a href="mailto:Dwarman1@kc.rr.com">Dwarman1@kc.rr.com</a>
Zachary	Hardy		4504 W 77th St Prairie Village, KS 66208	913-385-2055 913-971-8752 (w) <a href="mailto:zhardy@olathe.ks.org">zhardy@olathe.ks.org</a>
Staff Barbara	Vernon			913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>
Bob	Pryzby			913-385-4655 <a href="mailto:bpryzby@pvkansas.com">bpryzby@pvkansas.com</a>

**AD-HOC FINANCE COMMITTEE**  
**Meets as needed**

David	Voysey	Chairman	5902 W 78 <sup>th</sup> Terr Prairie Village, KS 66208	913-381-3747 913-908-7042 (w) <a href="mailto:dvoysey@kc.rr.com">dvoysey@kc.rr.com</a>
Bill	Griffith		6812 El Monte Prairie Village, KS 66208	913-677-0698 816-842-1762 (w) <a href="mailto:bgriffith@sealmaxxofkc.com">bgriffith@sealmaxxofkc.com</a>
Wayne	Vennard		4011 West 87 <sup>th</sup> Street Prairie Village, KS 66207	913-642-6740 <a href="mailto:Wvennard@kc.rr.com">Wvennard@kc.rr.com</a>
Charles	Clark		8300 Fontana Prairie Village, KS 66207	913-341-1109 <a href="mailto:Chasc@list-clark.com">Chasc@list-clark.com</a>
Ron	Shaffer		4011 Homestead Drive Prairie Village, KS 66208	913-385-4600 (w) <a href="mailto:mayor@pvkansas.com">mayor@pvkansas.com</a>
Staff Barbara	Vernon			913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>
Karen	Kindle			<a href="mailto:kkindle@pvkansas.com">kkindle@pvkansas.com</a>
Doug	Luther			913-385-4603 <a href="mailto:dluther@pvkansas.com">dluther@pvkansas.com</a>

**EXECUTIVE SELECTION COMMITTEE**  
**Meets as needed**

Charles	Clark		8300 Fontana Prairie Village, KS 66207	913-341-1109 <a href="mailto:chasc@list-clark.com">chasc@list-clark.com</a>
Ruth	Hopkins		7410 Birch Prairie Village, KS 66208	913-677-5314 <a href="mailto:pvhappy@aol.com">pvhappy@aol.com</a>
Michael	Kelly		2231 W 72 <sup>nd</sup> Terr. Prairie Village, KS 66208	913-461-7644 <a href="mailto:mansfieldkelly@mac.com">mansfieldkelly@mac.com</a>
Bill	Franklin		8017 Fontana Prairie Village, KS 66208	<a href="mailto:wfranklin@fal.com">wfranklin@fal.com</a>
Wayne	Vennard		4011 West 87 <sup>th</sup> Street Prairie Village, KS 66207	913-642-6740 <a href="mailto:Wvennard@kc.rr.com">Wvennard@kc.rr.com</a>
Ron	Shaffer	Chairman	4011 Homestead Drive Prairie Village, KS 66208	913-385-4600 (w) <a href="mailto:mayor@pvkansas.com">mayor@pvkansas.com</a>
Staff Barbara	Vernon			913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>

**ADA Advisory Committee**  
**City of Prairie Village, Kansas**  
**Membership representing various sections of the Community,**  
**Including both persons with disabilities and professionals in the area**  
**Meets As Needed**  
**Three Year Term**  
**Established by Council Policy 020**

Ruth	Hopkins	Chair – Council Rep.	7410 Birch PRAIRIE VILLAGE, KS 66208	913-384-0165(h) <a href="mailto:pvhoppy@aol.com">pvhoppy@aol.com</a>	
Gary	Groening		5207 West 69 St PRAIRIE VILLAGE, KS 66208	913-432-2185(h) 816-524-3368(w)	4/2010
Craig	Phillips		19670 211 <sup>th</sup> Street TONGANOXIE, KS 66086	913-845-2753 (h) 913-993-9358 (w)	4/2010
Michele	Ohmes		14819 East 48 St KANSAS CITY, MO 64136	816-350-2487(h) 816-274-1121(w) 816-274-2115(f)	4/2010
Jon & Kim	Ratliff		5012 West 71 St, 66208 PRAIRIE VILLAGE, KS 66208	913-722-6981(h) 913-897-2400(w-Jon)	4/2010
Alleen	VanBebber		6701 West 66 Terrace OVERLAND PARK, KS 66202	913-384-5359	4/2010
Martha	Wyrsh		2610 West 79 St, 66208 PRAIRIE VILLAGE, KS 66208	913-341-2338(h) 913-789-3567(w)	4/2010
Ron	Shaffer	Mayor Ex-Officio	4011 Homestead Drive PRAIRIE VILLAGE, KS 66208	913-385-4600 (w) <a href="mailto:mayor@pvkansas.com">mayor@pvkansas.com</a>	
Robert	Pryzby	Director of Public Works	3535 Somerset Drive PRAIRIE VILLAGE, KS 66208	913-385-4655 (w) <a href="mailto:bobpr@pvkansas.com">bobpr@pvkansas.com</a>	

**ANIMAL CONTROL ADVISORY COMMITTEE**  
**City of Prairie Village, Kansas**  
**Meets as necessary**  
**5 members at Least 2 residents & Council Representative**  
**Two Year Term**  
**Established by PVMC 6.04.200 & Council Policy 024**

James H.	Dinesen	Chairman	10206 Howe Drive LEAWOOD, KS 66206	913-341-7309 913-993-6712(w)	4/2008
Richard D.	Webber, DVM		9708 Overbrook Road LEAWOOD, KS 66206	913-649-0986 913-381-2500 (w)	4/2008
Vacant					4/2008
Vacant					4/2008
Michelle	McElroy		7616 Fairway PRAIRIE VILLAGE, KS 66208	913-381-1785 816-435-1552 (w)	4/2008
Ron	Shaffer	Mayor Ex-Officio	4011 Homestead Drive PRAIRIE VILLAGE, KS 66208	913-385-4600 <a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	
Andrew	Wang	Council Rep	7221 Canterbury PRAIRIE VILLAGE, KS 66208	913671-8404 913-588-0853 (w) <a href="mailto:pvward3@kc.rr.com">pvward3@kc.rr.com</a>	
		Chief of Police	7710 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4606	

**BOARD OF CODE APPEALS**  
**CITY OF PRAIRIE VILLAGE, KANSAS**  
**(Meets When Necessary)**  
**6 members of qualified training & experience**  
**5 Year Term Established by 1994 Uniform Building Code**

Tom	Brown	Chair, Architect	4016 West 94 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66207	913-378-3459 913-458-6724(w)	4/2010
Gene	Bockelman	Architect	5216 West 80 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66208	913-381-0523(h)	4/2011
Dick	Kaufman	Civil Engineer	4307 West 63 <sup>rd</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-677-1839(h) 816-458-3044 (w) 913-458-3802(f) <a href="mailto:KaufmanJR@bv.com">KaufmanJR@bv.com</a>	4/2009
Kenneth	Poe	Engineer	4006 Homestead Drive PRAIRIE VILLAGE, KS 66208	913-403-0948 (h) 913-831-1362(w) <a href="mailto:kenneth.poe@zurichna.com">kenneth.poe@zurichna.com</a>	4/2011
Joe	Zimmerman	Contractor	7900 El Monte PRAIRIE VILLAGE, KS 66208	913-642-2206	4/2011
Robert	Hutton	Mechanical Engineer	9332 Catalina PRAIRIE VILLAGE, KS 66208	913-341-7153 913-341-1899(f)	4/2011
Ronald L.	Shaffer	Mayor Ex-Officio	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4600 <a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	
<b>STAFF</b>					
Doug	Luther	Asst. City Administrator	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4603 <a href="mailto:dluther@pvkansas.com">dluther@pvkansas.com</a>	
Jim	Brown	Building Official	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-381-6464 <a href="mailto:jbrown@pvkansas.com">jbrown@pvkansas.com</a>	



**BOARD OF ZONING APPEALS**  
**City of Prairie Village, KS**  
**7 members-consisting of entire membership of**  
**the Planning Commission**  
**Meets 1st Tuesday - 6:30 p.m.**  
**Three Year Term**  
**Established by PVMC 19.54**

Marc	Russell		2312 West 79th Terrace PRAIRIE VILLAGE, KS 66208	913-226-3686 <a href="mailto:Mrussell3154@kc.rr.com">Mrussell3154@kc.rr.com</a>	4/2008
Ken	Vaughn		5603 W. 77th Terrace PRAIRIE VILLAGE, KS 66208	913-648-0436 913-302-3496@ <a href="mailto:kjvmlv@kc.rr.com">kjvmlv@kc.rr.com</a>	4/2009
Randy	Kronblad	Vice- Chairman	5402 West 80th Terrace PRAIRIE VILLAGE, KS 66208	913-381-4125 816-701-5354 (w) <a href="mailto:Randall.Kronblad@GouldEvans.com">Randall.Kronblad@GouldEvans.com</a>	4/2010
Robert	McKim, Jr	Chairman	4007 Homestead Drive PRAIRIE VILLAGE, KS 66208	913-722-6031 913-362-6500(w) 913-362-6504(f) <a href="mailto:mckim@pgavkc.com">mckim@pgavkc.com</a>	4/2010
Bob	Lindeblad		5301 West 81 <sup>st</sup> Street PRAIRIE VILLAGE, KS 66208	913-642-8977(h) <a href="mailto:blindeblad@kc.rr.com">blindeblad@kc.rr.com</a>	4/2008
Marlene	Nagel		5011 West 68 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-491-6615 816-474-4240 <a href="mailto:Mnagel@marc.org">Mnagel@marc.org</a>	4/2010
Nancy	Vennard		4011 W 87 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66208	913-642-6740 (h) 816-471-1080 (w) <a href="mailto:nvennard@360architects.com">nvennard@360architects.com</a>	4/2009
Ron	Shaffer	Mayor Ex-Officio	4011 Homestead Drive PRAIRIE VILLAGE, KS 6620	913-385-4600 <a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	
Pat	Daniels	Council Liaison	8000 Juniper PRAIRIE VILLAGE, KS 66208	913-341-5291 816-527-0870 (w) <a href="mailto:pdaniels@thelandsource.net">pdaniels@thelandsource.net</a>	
Barbara	Vernon	City Administrator		913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>	
Joyce	Hagen Mundy	Board Secretary		913-385-4616 <a href="mailto:jhmundy@pvkansas.com">jhmundy@pvkansas.com</a>	
Ron	Williamson	City Planning Consultant	Bucher, Willis, Ratliff 903 E. 104 <sup>th</sup> St., Suite 900 Kansas City, MO 64131	816-363-2696 <a href="mailto:BWRCORP@BWRCORP.COM">BWRCORP@BWRCORP.COM</a>	

**CIVIL SERVICE COMMISSION**

**City of Prairie Village, Kansas**

**5 members PV residents preferred**

**Meets When Necessary**

**Three Year Term**

**Established by PVMC 2.44.040**

Patrick	Delaney	Chairman Ward I	3606 West 73 <sup>rd</sup> Street PRAIRIE VILLAGE, KS 66208	913-236-7930(h) <a href="mailto:pdfii@aol.com">pdfii@aol.com</a>	1/2008
David H.	Lillard	Ward V	3607 West 84 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66206	913-649-8930(h) <a href="mailto:lillard@kc.rr.com">lillard@kc.rr.com</a>	1/2010
Lori	Sitek		3401 West 223 <sup>rd</sup> Street BUCYRUS, KS 66013	913-947-3027(h) 816-822-3447(w)	1/2009
Alleen	VanBebber		6701 West 66 <sup>th</sup> Terrace OVERLAND PARK, KS 66202	913-384-5359 816-753-5400 (w)	1/2008
Thomas	Brill		6552 Sagamore Road Mission Hills, KS 66208	913-362-4812 (h) 913-677-2004(w) 913-677-2152 (f)	1/2009
		Chief of Police	7710 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4606	

## COMMUNICATIONS COMMITTEE

**City of Prairie Village, Kansas**  
**Meets the 3<sup>rd</sup> Tuesday of each Month**  
**8 Members and 2 Youth Representatives**  
**Representing Various Areas of the City**  
**Three Year Term**  
**Established by Council Policy 020 & 730**

Andrew	Wang	Chairman Council	7221 Canterbury PRAIRIE VILLAGE, KS 66208	913-671-8404 913-588-0853 (w) 913-432-0015 (f) <a href="mailto:awang@kumc.edu">awang@kumc.edu</a>	
Michael	Kelly	Vice Chair Council	2231 West 72nd Terrace PRAIRIE VILLAGE, KS 66208	913-461-7644 <a href="mailto:mansfieldkelly@mac.com">mansfieldkelly@mac.com</a>	
Karen	Chapman	Ward IV	4314 West 78 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-649-2809 <a href="mailto:kfc5@planetkc.com">kfc5@planetkc.com</a>	4/2008
VACANT		Ward V			4/2009
VACANT		Ward III			4/2009
VACANT		Ward II			4/2009
Christine	Adams	Ward I	4910 West 69 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66208	913-677-2652 (h) 913-677-4491 <a href="mailto:cadams@kuendowment.org">cadams@kuendowment.org</a>	4/2008
Shelley	Barrett	Ward VI	7631 High Drive PRAIRIE VILLAGE, KS 66208	913-642-7789 (h) 816-960-5288 (w)	4/2008
Vacancy		Youth Rep			4/2007
Vacancy		Youth Rep			4/2007
Ronald L.	Shaffer	Mayor Ex-Officio	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4600 <a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	
Doug	Luther	Asst. City Administrator	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4603 <a href="mailto:Dluther@pvkansas.com">Dluther@pvkansas.com</a>	

**ENVIRONMENT/RECYCLE COMMITTEE  
CITY OF PRAIRIE VILLAGE**

**Membership: 2 Council representatives & 2 youth representatives (1 year terms)  
Chair & Vice-chair selected from membership – no established committee size  
Meets as needed**

**Established by Council Policy 020 in 1996**

Margaret	Thomas	Chair	8401 Roe PRAIRIE VILLAGE, KS 66207	913-341-5805 <a href="mailto:MargaretGThomas@gmail.com">MargaretGThomas@gmail.com</a>	4/2009
Clair	Barron		7210 Booth PRAIRIE VILLAGE, KS 66208	913-362-7117 913-236-9330 (w) <a href="mailto:clbarron@msn.com">clbarron@msn.com</a>	4/2010
Pete	Jarchow		9300 Roe Avenue PRAIRIE VILLAGE, KS 66207	913-341-1183 816-527-2248(w) <a href="mailto:pjarchow@kc.rr.com">pjarchow@kc.rr.com</a>	4/2009
Theresa (Teri)	Carey		3911 West 68 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-789-9369 913-579-7300 (cell) <a href="mailto:tcarey@KC.RR.Com">tcarey@KC.RR.Com</a>	4/2010
Margaret	Goldstein		4101 Delmar Drive PRAIRIE VILLAGE, KS 66208	913-722-4141 <a href="mailto:marggo@sbcglobal.net">marggo@sbcglobal.net</a>	4/2009
Toby	Grotz		7722 Chadwick PRAIRIE VILLAGE, KS 66208	913-381-8168 <a href="mailto:Wireless2@mindspring.com">Wireless2@mindspring.com</a>	4/2010
Anne-Marie	Hedge		8347 Fontana PRAIRIE VILLAGE, KS 66207	913-648-1280 <a href="mailto:ahedge@kumc.edu">ahedge@kumc.edu</a>	4/2009
Tom	Heintz		7152 Cherokee Drive PRAIRIE VILLAGE, KS 66208	913-831-9767 <a href="mailto:eaheintz@smsd.org">eaheintz@smsd.org</a>	4/2008
Cheryl & Don	Landes		8421 Cedar PRAIRIE VILLAGE, KS 66207	913-381-7022 <a href="mailto:Clandes@stories-to-tell.com">Clandes@stories-to-tell.com</a>	4/2009
Dylan	Lehrbaum	Student Rep.	9725 Chadwick LEAWOOD, KS 66206	913-648-6104 <a href="mailto:Dylbug1@yahoo.com">Dylbug1@yahoo.com</a>	4/2008
Penny	Mahon		1900 West 73 <sup>rd</sup> .Street PRAIRIE VILLAGE, KS 66208	913-432-0840 (H) 913-288-7606 (W) <a href="mailto:pennymah@toto.net">pennymah@toto.net</a>	4/2008
Mary	Montello		711 West 100 <sup>th</sup> Court Kansas City, MO 64114	816-941-0606 <a href="mailto:mmontello@planetkc.com">mmontello@planetkc.com</a>	4/2009
Diane	Mooney		5624 West 81 <sup>st</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-341-9258	4/2010
Bob	Pierson		9201 Cherokee PL Leawood, KS 66206	913-383-8227 (h) 816-360-3503 (w) <a href="mailto:pierson.bob@principal.com">pierson.bob@principal.com</a>	4/2008
Ben and Lisa	Riggin		5201 W 72 <sup>nd</sup> St Prairie Village, KS 66208	913-384-1984 <a href="mailto:blr@sound.net">blr@sound.net</a>	4/2009

**ENVIRONMENT/RECYCLE COMMITTEE  
CITY OF PRAIRIE VILLAGE**

**Membership: 2 Council representatives & 2 youth representatives (1 year terms)  
Chair & Vice-chair selected from membership – no established committee size  
Meets as needed**

**Established by Council Policy 020 in 1996**

Kathy	Riordan		2410 West 73 <sup>rd</sup> Street PRAIRIE VILLAGE, KS 66208	913-383-7882 (w) 913-262-0248 (h) <a href="mailto:katfrior@aol.com">katfrior@aol.com</a>	4/2009
Kristin	Riott		4411 West 66 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-384-5156 (h) 913-530-7617 (c) <a href="mailto:kristinwr@kc.rr.com">kristinwr@kc.rr.com</a>	4/2010
Linda	Smith		7709 Tomahawk Road PRAIRIE VILLAGE, KS 66208	913-381-7686	4/2010
Polly	Swafford		4709 West 77 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-642-1503 <a href="mailto:pollyswafford@sbcglobal.net">pollyswafford@sbcglobal.net</a>	4/2010
Staff: Ronald L.	Shaffer	Mayor Ex-Officio	<a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	913-385-4600(w) 913-831-0907(h)	
Ruth	Hopkins	Council Liaison	7410 Birch PRAIRIE VILLAGE, KS 66208	913-384-0165 <a href="mailto:pvhoppy@aol.com">pvhoppy@aol.com</a>	
Bill	Griffith	Council Liaison	6812 El Monte PRAIRIE VILLAGE, KS 66208	913-677-0698 <a href="mailto:bgriffith@sealmaxxofkc.com">bgriffith@sealmaxxofkc.com</a>	
Barbara Doug	Vernon Luther		<a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a> <a href="mailto:dluther@pvkansas.com">dluther@pvkansas.com</a>	913-385-4601 913-385-4603	

**INSURANCE COMMITTEE**  
**City of Prairie Village, Kansas**  
**Council members as Chair & Vice-Chair**  
**with 3-4 members with insurance background**  
**Meets When Necessary**  
**Established by Council Policy 020**

Charles	Clark	Chair	8300 Fontana PRAIRIE VILLAGE, KS 66207	913-341-1109 <a href="mailto:chasc@list-clark.com">chasc@list-clark.com</a>
Wayne	Vennard	Vice-Chair	4011 West 87 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66207	913-642-6740 <a href="mailto:Wvennard@kc.rr.com">Wvennard@kc.rr.com</a>
Larry	McPherron		4400 West 69 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66208	913-722-1744
Richard	Callahan		4100 West 95 <sup>th</sup> Street #212 PRAIRIE VILLAGE, KS 66208	913-381-7472
Jarrold	Forbes		5101 West 65 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-722-1329 785-234-3686 (w) 785-234-3687(wf) <a href="mailto:jforbes@benchmarkks.com">jforbes@benchmarkks.com</a>
Vacancy				
Bob	Frankovic		Cretcher-Lynch & Co 8511 Hillcrest Road, Suite 300 Kansas City, MO 64138	816-444-9494 816-444-5474
Ronald L.	Shaffer	Mayor Ex-Officio		913-385-4600 <a href="mailto:mayor@pvkansas.com">mayor@pvkansas.com</a>
Barbara	Vernon	City Administrator		913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>
Doug	Luther	Asst. City Administrator		913-385-4603 <a href="mailto:dluther@pvkansas.com">dluther@pvkansas.com</a>

## PARK AND RECREATION COMMITTEE

City of Prairie Village, Kansas

Meets 2<sup>nd</sup> Wednesday – 7:00 p.m.

12 Members – 1 each Ward, 2 At-Large, Swimming Program Rep, Tennis Program Rep,  
2 City Council Members, 2 Youth Representatives

Three-Year Term

Established by PVMC 2.40.040 (1984)

Diana	Ewy Sharp	Chair	7815 Mohawk PRAIRIE VILLAGE, KS 66208	913-383-2291 <a href="mailto:dianael242@aol.com">dianael242@aol.com</a>	
Al	Herrera	Vice-Chair	4113 West 67th Street PRAIRIE VILLAGE, KS 66208	913-677-0698 <a href="mailto:aherrera@pvkansas.com">aherrera@pvkansas.com</a>	
Diane	Mares	Ward I	6349 Roe Court PRAIRIE VILLAGE, KS 66208	913-384-2728 913-789-8653 <a href="mailto:jwcinkc@aol.com">jwcinkc@aol.com</a>	4/2008
Shawn	Hickey	Ward II	5017 W 72 <sup>nd</sup> Street PRAIRIE VILLAGE, KS 66208	913-907-0158 <a href="mailto:shawnphickey@hotmail.com">shawnphickey@hotmail.com</a>	4/2009
Joe	Nolke	Ward III	4006 West 73 <sup>rd</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-432-1206 913-562-5688 (w) <a href="mailto:joe.nolke@businessdistrict.com">joe.nolke@businessdistrict.com</a>	4/2009
Shelly	Trewolla	At-Large	8236 Linden Lane PRAIRIE VILLAGE, KS 66208	913-642-8219 <a href="mailto:strewolla@hotmail.com">strewolla@hotmail.com</a>	4/2010
Zachary	Hardy	Ward IV	4504 West 77th Street PRAIRIE VILLAGE, KS 66208	913-385-2055 (h) 913-971-8752 (w) <a href="mailto:zhardy@olatheks.org">zhardy@olatheks.org</a>	4/2008
James	Bernard, Jr.	Ward V	9104 Delmar PRAIRIE VILLAGE, KS 66208	913-385-7088 (h) 816-410-4610 (w) <a href="mailto:jbernardjr@sbg-law.com">jbernardjr@sbg-law.com</a>	4/2008
Peggy	Couch	Tennis Rep	4401 West 78 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66208	913-649-4596 <a href="mailto:mmpcouch@msn.com">mmpcouch@msn.com</a>	4/2009
Clarence	Munsch	Swim Rep	9325 Catalina PRAIRIE VILLAGE, KS 66207	913-381-3523 913-577-8320 <a href="mailto:cmunsch@qbutler.com">cmunsch@qbutler.com</a>	4/2009
A.J.	LoScalzo	At-Large	8731 Delmar PRAIRIE VILLAGE, KS 66207	913-642-3806 <a href="mailto:loscalzo@kc.rr.com">loscalzo@kc.rr.com</a>	4/2010
Kathy	Peterson	Ward VI	7526 Aberdeen PRAIRIE VILLAGE, KS 66208	913-652-0976 816-842-5500(w) 816-520-7034(c) <a href="mailto:kqpeterson@gmail.com">kqpeterson@gmail.com</a>	4/2010
VACANCY		Youth Rep			4/2007
VACANCY		Youth Rep			4/2007
Ronald L.	Shaffer	Mayor Ex-Officio	<a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	913-385-4600	

# **PARK AND RECREATION COMMITTEE**

**City of Prairie Village, Kansas**

**Meets 2<sup>nd</sup> Wednesday – 7:00 p.m.**

**12 Members – 1 each Ward, 2 At-Large, Swimming Program Rep, Tennis Program Rep,  
2 City Council Members, 2 Youth Representatives**

**Three-Year Term**

**Established by PVMC 2.40.040 (1984)**

## **STAFF**

Barbara	Vernon	City Administrator	<a href="mailto:Bvernon@pvkansas.com">Bvernon@pvkansas.com</a>	913-385-4601
Bob	Pryzby	Public Works	<a href="mailto:bpryzby@pvkansas.com">bpryzby@pvkansas.com</a>	913-385-4655
Mike	Helms	Public Works	<a href="mailto:mhelms@pvkansas.com">mhelms@pvkansas.com</a>	913-385-4644



# PLANNING COMMISSION

City of Prairie Village, KS

7 members – 2 of whom may reside outside but within three miles of the City

Meets 1st Tuesday - 7:00 p.m.

Three Year Term

Established by PVMC 2.32

Kenneth J. Vaughn	Chairman	5603 West 77 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-648-0436 <a href="mailto:kjvmlv@kc.rr.com">kjvmlv@kc.rr.com</a>	4/2009
Marc Russell		2312 West 79th Terrace PRAIRIE VILLAGE, KS 66208	913-226-3686 <a href="mailto:Mrussell3154@kc.rr.com">Mrussell3154@kc.rr.com</a>	4/2008
Marlene Nagel		5011 West 68th Terrace PRAIRIE VILLAGE, KS 66208	913-491-6615 <a href="mailto:mnagel@marc.org">mnagel@marc.org</a>	4/2010
Randy Kronblad		5402 West 80 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-381-4125 <a href="mailto:Randall.Kronblad@GouldEvans.com">Randall.Kronblad@GouldEvans.com</a>	4/2010
Robert McKim, Jr.		4007 Homestead Drive PRAIRIE VILLAGE, KS 66208	913-722-6031 <a href="mailto:mckim@pgavkc.com">mckim@pgavkc.com</a>	4/2010
Bob Lindeblad	Vice Chairman	5301 West 81 <sup>st</sup> Street PRAIRIE VILLAGE, KS 66208	913-642-8977 <a href="mailto:blindeblad@kc.rr.com">blindeblad@kc.rr.com</a>	4/2008
Nancy Vennard		4011 West 87 <sup>th</sup> St Prairie Village, KS 66207	913-642-6740 <a href="mailto:nvennard@360architects.com">nvennard@360architects.com</a>	4/2009
Pat Daniels	Council Liasion	8000 Juniper PRAIRIE VILLAGE, KS 66208	913-341-5291 816-527-0870 (w) <a href="mailto:pdaniels@thelandsource.net">pdaniels@thelandsource.net</a>	
<b>STAFF</b>				
Ronald L. Shaffer	Mayor Ex- Officio		913-385-4600 <a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	
Barbara Vernon	City Administrator		913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>	
Joyce Hagen Mundy	Secretary		913-385-4616 <a href="mailto:jhmundy@pvkansas.com">jhmundy@pvkansas.com</a>	
Doug Luther	Asst. City Administrator		913-385-4603 <a href="mailto:dluther@pvkansas.com">dluther@pvkansas.com</a>	
Bob Pryzby	Dir. of Public Works		913-385-4655 <a href="mailto:bpryzby@pvkansas.com">bpryzby@pvkansas.com</a>	
Ron Williamson	City Planning Consultant	Bucher, Willis, Ratliff 903 E. 104 <sup>th</sup> St., Suite 900 KCMO 64131-3451	816-363-2696 <a href="mailto:rwilliamson@bwrcorp.com">rwilliamson@bwrcorp.com</a>	

**POLICE PENSION PLAN BOARD OF TRUSTEES**  
**City of Prairie Village, Kansas**  
**Meets Whenever Necessary**  
**Established in 1994 by**  
**Prairie Village, Kansas Police Department Revised Retirement Plan**

James M.	Whittier		2808 West 67th Street PRAIRIE VILLAGE, KS 66208	913-362-8537 <a href="mailto:jwhittier@kc.rr.com">jwhittier@kc.rr.com</a>
Charles	Clark	Chairman	8300 Fontana PRAIRIE VILLAGE, KS 66207	913-341-1109 <a href="mailto:chasc@list-clark.com">chasc@list-clark.com</a>
Tim	Schwartzkopf	Employee Rep	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-381-6464 x 4870 <a href="mailto:tschwartzkopf@pvkansas.com">tschwartzkopf@pvkansas.com</a>
Ronald L.	Shaffer	Mayor Ex-Officio	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4600
<b>Staff</b>				
Doug	Luther	Asst. City Admin.	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4603 <a href="mailto:dluther@pvkansas.com">dluther@pvkansas.com</a>
Barbara	Vernon	Plan Administrator	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>
K.C.	Mathews, CFA	Regional Senior Vice President	UMB Trust Investments P.O. Box 417014 Kansas City, MO 64141-7014	816-860-7347 800-545-6101 <a href="mailto:k.c.mathews@umb.com">k.c.mathews@umb.com</a>

**PRAIRIE VILLAGE ARTS COUNCIL**

**Meets 3rd Wednesday - 7:00 p.m.**

**12 Members and 1 Councilmember (Reporting Member), & 2 Youth Representatives**

**Chairman to be one appointed by the Mayor**

**Established by Council Policy 020**

David	Belz	Council Liaison	7818 Pawnee PRAIRIE VILLAGE, KS 66208 <a href="mailto:dbelz@kc.rr.com">dbelz@kc.rr.com</a>	913-648-2459 913-648-5460(f)	
Randall A.	Kronblad	Chair	5402 West 80 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208 <a href="mailto:randall.kronblad@gouldevans.com">randall.kronblad@gouldevans.com</a>	913-381-4125 913-327-1510 (w)	4/2008
Robert	Endres		9547 BIRCH APT 211 SHAWNEE MISSION, KS 66207 <a href="mailto:rge92@aol.com">rge92@aol.com</a>	913-381-2723	4/2010
Pam	Marshall		3410 West 73rd Terrace PRAIRIE VILLAGE, KS 66208 <a href="mailto:catspajamas10@aol.com">catspajamas10@aol.com</a>	913-831-2574 816-561-4480	4/2009
Vacancy					4/2009
Annie	Brabson		4207 West 74 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66208 <a href="mailto:ABKB@EVERESTKC.NET">ABKB@EVERESTKC.NET</a>	913-831-4207	4/2008
Bill	Rose		7151 Cherokee PRAIRIE VILLAGE, KS 66208 <a href="mailto:brose@hrblock.com">brose@hrblock.com</a>	913-432-3575 816-932-4924(w)	4/2010
John R. (Jack)	Shearer, II		8001 Rosewood Drive PRAIRIE VILLAGE, KS 66208 <a href="mailto:jrsii@sbcglobal.net">jrsii@sbcglobal.net</a>	913-648-6172 913-901-9400(w)	4/2009
Vacancy					4/2007
Inge	Dugan		7415 Rosewood PRAIRIE VILLAGE, KS 66208 <a href="mailto:dugani@jocolibrary.org">dugani@jocolibrary.org</a>	913-236-6725 913-967-8650	4/2009
Vacancy					4/2007
Vacancy					4/2009
Jan	Marsh		2804 West 73 <sup>rd</sup> Street PRAIRIE VILLAGE, KS 66208 <a href="mailto:janmarsh@kc.rr.com">janmarsh@kc.rr.com</a>	913-262-7335	4/2009
Vacancy		Youth Rep			4/2007
Vacancy		Youth Rep			4/2007
Ronald L.	Shaffer	Mayor Ex-Officio	<a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	913-385-4600	
Doug	Luther	Staff	<a href="mailto:Dluther@pvkansas.com">Dluther@pvkansas.com</a>	913-385-4603	
Donna	Potts		P. V. Merchants Association 3920 West 69 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208 <a href="mailto:dpotts223@aol.com">dpotts223@aol.com</a>	913-362-9668	

**PRAIRIE VILLAGE MUNICIPAL FOUNDATION  
EXECUTIVE COMMITTEE**

**Membership: Not fewer than 12 members nor more than 20. It will include Mayor, Park Chairman, member of the City Council, Communications Com. Chairman, Park Committee Representative, PV Arts Council Representative and City Administrator. 5 residents shall be selected and appointed by Foundation President upon recommendation of the Executive Committee. The Mayor shall appoint Council and Park Board members for 3 year terms. Established by Articles of Incorporation, 1986.**

Ronald L.	Shaffer	Mayor, Treasurer	4011 Homestead Drive Prairie Village, KS 66208	913-831-0907 913-384-0134 <a href="mailto:mayor@pvkansas.com">mayor@pvkansas.com</a>	
Diana	Ewy-Sharp	Park Comm. Chair	7815 Mohawk Prairie Village, KS 66208	913-383-2291 <a href="mailto:dianael242@aol.com">dianael242@aol.com</a>	
A.J.	LoScalzo	Park Comm.	8731 Delmar Prairie Village, KS 66207	913-642-3806 <a href="mailto:loscalzo@kc.rr.com">loscalzo@kc.rr.com</a>	
Bill	Rose	Arts Council	7151 Cherokee Prairie Village, KS 66208	913-432-3575 816-932-4924(w) <a href="mailto:wmwrose@aol.com">wmwrose@aol.com</a>	
Pat	Daniels	Council	8000 Juniper Prairie Village, KS 66207	913-341-5291 816-527-0870(w) <a href="mailto:pdaniels@thelandsource.net">pdaniels@thelandsource.net</a>	
Andrew	Wang	Communications Comm. Chair	7221 Canterbury Prairie Village, KS 66208	913-671-8404 <a href="mailto:awang@kumc.edu">awang@kumc.edu</a>	
Marcia	Jacobs	<b>POSITION I</b>	4500 West 72 <sup>nd</sup> Terrace Prairie Village, KS 66208	913-362-7843 913-491-0944 <a href="mailto:marciajacobs@spherion.com">marciajacobs@spherion.com</a>	10/04-10/07
Mary	Engelken	<b>POSITION II</b>	4514 West 74 <sup>th</sup> Place Prairie Village, KS 66208	913-432-6487 <a href="mailto:mee535@aol.com">mee535@aol.com</a>	10/04-10/07
Marilyn	Uppman	<b>POSITION III</b>	7401 High Drive Prairie Village, KS 66208	913-722-1070 <a href="mailto:gmuppmann@aol.com">gmuppmann@aol.com</a>	10/05 – 10/08
William C.	Nulton	<b>POSITION IV</b> President	7908 El Monte Prairie Village, KS 66208	913-642-7435	10/05 – 10/08
Doris	Wiegers	<b>POSITION V</b> Vice President	8010 El Monte Prairie Village, KS 66208	913-649-8138	10/05 – 10/08
Joan	Peschka	<b>POSITION VI</b>	4401 Somerset Drive Prairie Village, KS 66208	913-381-2315	10/05 – 10/08
Barbara	Vernon	City Administrator Sec. to the Board	7928 Rosewood Prairie Village, KS 66208	913-381-4095 913-381-6464 <a href="mailto:bvermon@pvkansas.com">bvermon@pvkansas.com</a>	

2007 Officers

President: Bill Nulton  
Vice President: Doris Wiegers

Treasurer: Ronald L. Shaffer  
Secretary: Barbara Vernon

**SISTER CITY COMMITTEE**

**City of Prairie Village, KS**

**12 members-including 1 Council member, 2 youth representatives (1 year term)**

**Chair & Vice-chair selected from general membership (3 year terms)**

**Meets the 2<sup>nd</sup> Monday of each month**

**Established by Council Policy 020 in September, 1997**

Michael	Kelly	Council Liaison	2231 West 72nd Terrace Prairie Village, KS 66208	913-461-7644 <a href="mailto:mansfieldkelly@mac.com">mansfieldkelly@mac.com</a>	
Carole	Mosher		8036 Pawnee Street #102 Prairie Village, KS 66208	913-385-0447 816-931-5746 <a href="mailto:cmosher@kc.rr.com">cmosher@kc.rr.com</a>	4/2009
James	Hohensee		7311 Falmouth Prairie Village, KS 66208	913-432-0677 816-235-1617 (w) <a href="mailto:hohensee@umkc.edu">hohensee@umkc.edu</a>	4/2010
Cleo	Simmonds		2902 West 71 <sup>st</sup> Terrace Prairie Village, KS 66208	913-831-1934 <a href="mailto:csimmonds@kc.rr.com">csimmonds@kc.rr.com</a>	4/2008
Bob	McGowan		4805 West 81 <sup>st</sup> Street Prairie Village, KS 66208	913-341-1152 <a href="mailto:rnmamac@gmail.com">rnmamac@gmail.com</a>	4/2010
Cindy	Dwigans	Chair	7900 Fontana Prairie Village, KS 66208	913-381-9165 <a href="mailto:cdwigans@kc.rr.com">cdwigans@kc.rr.com</a>	4/2009
Vacant					4/2008
Robert	Moffat		8221 Juniper Lane Prairie Village, KS 66208	913-648-6959 913-676-2460 <a href="mailto:remoffat@aol.com">remoffat@aol.com</a>	4/2010
Allan	Beshore		8221 Roe Avenue Prairie Village, KS 66208	913-383-1220 <a href="mailto:abeshore@sbcglobal.net">abeshore@sbcglobal.net</a>	4/2009
Richard (Dick)	Bills		3530 West 83 <sup>rd</sup> Street Prairie Village, KS 66208	913-381-4242 (f) 913-636-0400 (c)	4/2008
Vacancy		Student Member			4/2007
Vacancy		Student Member			
Ron	Shaffer	Mayor Ex-Officio	4011 Homestead Drive Prairie Village, KS 66208	913-985-4600 <a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	
STAFF: Barbara	Vernon	City Administrator		913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>	
Doug	Luther	Staff			

**SUPPLEMENTAL PENSION ADVISORY COMMITTEE  
CITY OF PRAIRIE VILLAGE**

**MEETS WHENEVER NECESSARY**

Bob	Pryzby	Employee Rep	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4640 <a href="mailto:bpryzby@pvkansas.com">bpryzby@pvkansas.com</a>
Charles	Clark	Chairman	8300 Fontana PRAIRIE VILLAGE, KS 66207	913-341-1109 <a href="mailto:chasc@list-clark.com">chasc@list-clark.com</a>
Wayne	Vennard	Vice-Chairman	4011 West 87th Street PRAIRIE VILLAGE, KS 66207	913-642-6740 <a href="mailto:Wvennard@kc.rr.com">Wvennard@kc.rr.com</a>
Ronald L.	Shaffer	Mayor Ex Officio	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4600 <a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>
<b>Staff</b>				
Barbara	Vernon	Plan Administrator	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4601 <a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>
Doug	Luther	Asst. City Admin.	7700 Mission Road PRAIRIE VILLAGE, KS 66208	913-385-4603 <a href="mailto:dluther@pvkansas.com">dluther@pvkansas.com</a>
<b>M &amp; I Trust Company</b>				
Lance	Zimmerman		Park Central Plaza	816-360-3761
John	Lundy		4717 Grand Street Kansas City, MO 64112-2257	<a href="mailto:lance.Zimmerman@micorp.com">lance.Zimmerman@micorp.com</a>

## TREE BOARD

City of Prairie Village, Kansas

Membership: 9 Members with one being a member of the City Council and two student members

Meets the First Wednesday of the Month at 6:00 p.m.

Three-Year Term

Established by P.V.M.C. 2.40.070

Laura	Wassmer	Council Liaison	8009 Roe Avenue PRAIRIE VILLAGE, KS 66208	913-648-8379 <a href="mailto:laura.s.wassmer@plazamortgages.com">laura.s.wassmer@plazamortgages.com</a>	
Jim	Hanson	Ward I	4117 West 68 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-262-4188	4/2008
Luci	Mitchell	Ward IV	4915 W. 77 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-385-1966 816-936-5683 (w) <a href="mailto:Luci.Mitchell@ssa.gov">Luci.Mitchell@ssa.gov</a>	4/2010
Clifford	Wormcke	Ward II	7616 Juniper PRAIRIE VILLAGE, KS 66208	913-381-7332	4/2010
Jack	Lewis	Ward I	8024 Tomahawk PRAIRIE VILLAGE, KS 66208	913-341-9543 816-628-4266 (w) <a href="mailto:jrlewis1@mindspring.com">jrlewis1@mindspring.com</a>	4/2009
Linda	Bishop	Ward 1	5014 West 68 <sup>th</sup> Terrace PRAIRIE VILLAGE, KS 66208	913-789-8337 <a href="mailto:LRB945@yahoo.com">LRB945@yahoo.com</a>	4/2010
Gregory	VanBooven	Ward I, Chair	5207 West 64 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66208	913-677-5536 913-722-3275 (w) <a href="mailto:greg@vanbooventree.com">greg@vanbooventree.com</a>	4/2008
Art	Kennedy	Ward I	5219 West 68 <sup>th</sup> Street PRAIRIE VILLAGE, KS 66208	913-362-2042 913-345-3282 <a href="mailto:Art_555@sbcglobal.net">Art_555@sbcglobal.net</a>	4/2009
Deborah	Nixon	Ward IV	8220 Briar PRAIRIE VILLAGE, KS 66208	913-341-0244 <a href="mailto:mission.one.nixon@att.com">mission.one.nixon@att.com</a>	4/2008
Vacancy		Youth Rep			
Vacancy		Youth Rep			
Ronald L.	Shaffer	Mayor Ex-Officio	<a href="mailto:Mayor@pvkansas.com">Mayor@pvkansas.com</a>	913-385-4600	
Bob	Pryzby	Staff	<a href="mailto:bpryzby@pvkansas.com">bpryzby@pvkansas.com</a>	913-385-4655	

# VillageFest 2007 Roster

First Name	Last Name	Address	City	State	Zip Code	Phone	Email
Bob	Pisciotta	4504 W 67th St	PV	KS	66208	677-5369	<a href="mailto:bpisciot@kumc.edu">bpisciot@kumc.edu</a>
Ann	Lilak	7821 Mohawk	PV	KS	66208	652-6775	<a href="mailto:alilak@msn.com">alilak@msn.com</a>
John	Lilak	7821 Mohawk	PV	KS	66208	652-6775	
Diana	Ewy Sharp	7815 Mohawk Dr.	PV	KS	66208	383-2291	<a href="mailto:dianael242@aol.com">dianael242@aol.com</a>
Doug	Sharp	7815 Mohawk Dr.	PV	KS	66208	383-2291	<a href="mailto:SHARPLANDSCAPES@aol.com">SHARPLANDSCAPES@aol.com</a>
Jim	Bernard Jr.	9104 Delmar	PV	KS	66207	385-7088	<a href="mailto:jhb2@msn.com">jhb2@msn.com</a>
Joel	Crown	4200 W 69th St	PV	KS	66208	722-1272	<a href="mailto:jcrown@kc.rr.com">jcrown@kc.rr.com</a>
Arthur	Dick	5116 W 68th St	PV	KS	66208	722-5268	<a href="mailto:adick1@kumc.edu">adick1@kumc.edu</a>
Jim	Hanson	4117 W 68th Terr	PV	KS	66208	262-4188	
Kathy	Peters	9642 Beverly	OP	KS	66207	722-6973	<a href="mailto:kpeters49520@everestkc.net">kpeters49520@everestkc.net</a>
Frank	Bardwell	2406 W 77th St	PV	KS	66208	649-4238	
Ed	Roberts	7309 Canterbury	PV	KS	66208	722-6185	<a href="mailto:eroberts9@kc.rr.com">eroberts9@kc.rr.com</a>
Dennis	Rice	2001 71st Terr	PV	KS	66208	384-2108	<a href="mailto:dkrice33@yahoo.com">dkrice33@yahoo.com</a>
Kathy	Peterson	7526 Aberdeen	PV	KS	66208	652-0976	<a href="mailto:kqpetereson@gmail.com">kqpetereson@gmail.com</a>
Tracy	Hill	7141 Buena Vista	PV	KS	66208	677-2191	<a href="mailto:tracyhill@kc.rr.com">tracyhill@kc.rr.com</a>
John	Capito	6349 Roe Court	PV	KS	66208	789-8653	<a href="mailto:jwcinkc@aol.com">jwcinkc@aol.com</a>
Luci	Mitchell	4915 W 77th Terr	PV	KS	66208	385-1966	<a href="mailto:luci.mitchell@ssa.gov">luci.mitchell@ssa.gov</a>
Lissa	Haag	6817 El Monte	PV	KS	66208	831-1321	<a href="mailto:kcliss@kc.rr.com">kcliss@kc.rr.com</a>
Shanna	Vance	4500 W 70th St	PV	KS	66208	544-2458	<a href="mailto:svance@irr.com">svance@irr.com</a>
Roger	Zalneratis	6729 El Monte St	PV	KS	66208	301-312-0661	
Jan	Marsh	2804 W 73rd St	PV	KS	66208	262-7335	<a href="mailto:janmarsh@kc.rr.com">janmarsh@kc.rr.com</a>
Chris	Andrews	3921 W 63rd St	PV	KS	66208		<a href="mailto:chris.andrews@cfd2.org">chris.andrews@cfd2.org</a>
Bob	Pryzby	3535 Somerset	PV	KS	66208		<a href="mailto:bpryzby@pvkansas.com">bpryzby@pvkansas.com</a>
Mike	Helms	3535 Somerset	PV	KS	66208		<a href="mailto:mhelms@pvkansas.com">mhelms@pvkansas.com</a>
Wes	Jordan	7710 Mission Rd	PV	KS	66208		<a href="mailto:wjordan@pvkansas.com">wjordan@pvkansas.com</a>
Greg	Hudson	7710 Mission Rd	PV	KS	66208		<a href="mailto:ghudson@pvkansas.com">ghudson@pvkansas.com</a>
Ronald	Shaffer						<a href="mailto:mayor@pvkansas.com">mayor@pvkansas.com</a>
Barbara	Vernon						<a href="mailto:bvernon@pvkansas.com">bvernon@pvkansas.com</a>
Jeanne	Koontz						<a href="mailto:jkoontz@pvkansas.com">jkoontz@pvkansas.com</a>



PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, JUNE 5, 2007  
COUNCIL CHAMBERS  
7:00 P. M.

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - May 1, 2007
- III. PUBLIC HEARINGS - 7 p.m.
  - PC2007-13 Request for Conditional Use Permit for Communication Utility Boxes at 7135 Buena Vista  
Zoning: R-1b (Single Family Residential District)  
Applicant: AT&T; Eric Stong  
(Continuance Requested by Applicant)
- IV. NON-PUBLIC HEARINGS
  - PC2007-102 Approval of Monument Sign  
5301 West 75<sup>th</sup> Street  
Applicant: Scott Schultz, Commercial Sign Design
  - PC2007-103 Site Plan Approval for Retaining Wall at  
3404 West 71<sup>st</sup> Street  
Applicant: Mark Eddy, representing Steve Revare
  - PC2007-104 Approval of Sign Standards & Signs  
2200 West 75<sup>th</sup> Street  
Applicant: Jerry Kleveter, Luminous Neon
- V. OTHER BUSINESS
  - PC2007-10 Proposed Amendment to Zoning Regulations adding Chapter 19.23 entitled "MXD Planned Mixed Use District"
- VI. ADJOURNMENT

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

\*Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.

## VILLAGEFEST COMMITTEE

April 26, 2007

The VillageFest Committee met April 26, 2007. Present and presiding, Chairman Bob Pisciotta. Members present: Ann Lilak, Diana Ewy Sharp, Doug Sharp, Jim Bernard, Jr., Ed Roberts, Luci Mitchell, Art Dick, Joel Crown, Jim Hanson, Mike Helms, Chris Andrews, Wes Jordan, Jeanne Koontz and Barbara Vernon.

### Minutes

Ann Lilak moved approval of minutes of the March 2007 meeting. Jim Bernard, Jr. seconded the motion which passed.

### Budget

Bob Pisciotta reviewed the budget that was distributed with the packet. He said there is a little bit of an overage. Additional items may be purchased. Ann said the advertising budget may need to be increased. Diana Ewy Sharp said she thinks the orchestra should be booked. Jim Hanson agreed. Bob said the vendor costs go up each year but the budget does not. He said Barbara suggested the committee ask the council for an increase in their budget for next year. Bob said he feels the budget should cover the fundamentals of VillageFest and the fundraising should only cover extras.

### Schedule

Bob reviewed the preliminary schedule. He said the biggest questions are always the entertainment. Diana suggested a revised schedule to reenergize the patriotic service. She said the patriotic service and the orchestra could be combined into one event. The following changes were proposed:

Dino O'Dell	9:30 – 10:00
Cosgrove	10:00 – 11:00
Children's Parade/Cobras	11:00 – 12:00
Orchestra/Patriotic Service	12:00 – 1:15
Headliner	1:30 – 2:30

She said the patriotic service has had dismal attendance and thought the best time should be used for the orchestra and patriotic service. Wes Jordan said it could cause logistical problems. The orchestra's instruments will need to be dropped off and stored somewhere before the children's parade. The committee discussed the logistical problem. Bob said the 9-10 timeslot is a bad time for anything. He said he's not sure if the kids would come out that early to see Cosgrove. Ann said most kids wake up early and if Funky Mama were to perform, she could play any time. Bob asked for the committee's opinion. Jim Bernard, Jr. said he likes the idea of having the orchestra as the patriotic service. Joel Crown said the logistics will need to be worked out. Ann suggested doing the parade and cobras at 10 and Cosgrove at 11. Bob said Cosgrove has been a loyal supporter and might not like the 10-11 timeslot. Wes asked if there could be a second location for the stage. Diana said the orchestra needs to use the sound system. Jim Bernard, Jr.

suggested a sub-committee of Bob, Wes, Diana, and Ann makes the decision. The committee agreed.

### **Completed Contracts**

Jeanne Koontz said all the contracts have been sent out.

### **Food Vendors**

Bob reported that Hy-Vee and Chris Cakes are on board. He said he spoke with Travis Tillery at Hy-Vee and he is okay with Rex Nolen, The Gag Bag, selling food as long as it does not compete. Rex will be selling popcorn, cotton candy and shaved ice. Ann asked if Benton Chan has contacted the City about selling shaved ice again. Jeanne said he has not called. Jeanne asked what price the committee wants to charge for a plate at the pancake breakfast. The committee agreed to charge the same amount as last year: \$5 for adults and \$4 for children. Ann asked the committee to discuss using regular paper plates. She said in the past the Environmental Committee has wanted biodegradable plates. Bob said since Chris Cake's provides plates it would be financially favorable to not buy biodegradable plates. The committee suggested asking the Environmental Committee to provide recycling bins. Jim Bernard, Jr. said last year they sorted garbage to recycle.

### **Mascots**

All mascots plan to attend

### **Patriotic service**

Doug Sharp said he has a friend who is a member of the Quiet Birdsman. He is a veteran of WWII who flew a B-17 in 1941 to Hawaii. After the B-17's were shot down he was assigned to ground troops and was captured and survived a death camp. He has written a book about his experience and would like to speak at the patriotic service. Bob asked Doug to have him address the group. Jim Bernard, Jr. asked if he would be a good speaker. Doug said he would and he will contact him.

### **Entertainment**

Bob said he contacted Jeff Tiller of Omni Entertainment about a headliner. He said Jeff brought us Ida McBeth last year. Bob said he inquired about country bands since there is not a lot of money to spend. He has not heard back from Jeff yet. He asked if anyone objected to a country band. Ann suggested we not restrict Jeff to only look at country bands.

Ann said if the consensus is building to book the orchestra we need to decide because the deadline is in May sometime. She said she'll contact Jim Funkhouser tomorrow to verify the deadline.

Joel said Kaw Valley Fife and Drum is willing to play at VillageFest. He said they can make their presence known for quite some distance and thinks they would play for any part of the celebration. They charge \$100. Bob suggested they could walk around the festivities and play. Jim Bernard, Jr. asked if this group could lead the parade. Joel said

he thought this would be nice. Jim Bernard, Jr. said the Cobras could then play in front of the stage whenever they arrive. Bob suggested we book them and decide later where we will have them play.

Bob said he received a phone call from Ron who has connections with the Haskell Indian Junior College. He wanted to know if the committee would like to have Native American dancing. Bob suggested they could perform on the grass. Diana asked if he gave a cost. Bob said he did not and he will need to nail down a few more details but wanted to know if the committee would be interested. The committee agreed to invite them.

### **Aerial Exhibits**

Bob said the Chinook will be coming. An arrival time and location need to be picked. The Navy Seals are coming. Officer Taylor is confident he will have the money raised. Diana suggested using this story for the front of the newsletter. Joel suggested the sub-committee work on where the jumpers will land as well. Wes said the Chinook is taking up a lot of land and he is not sure where the jumpers will land.

### **Bike Rodeo**

Bob said Officer Taylor says the bike rodeo will happen.

### **Blood Drive**

Bob said he contacted the community blood bank but they do not do blood drives. He will contact the Red Cross about doing a blood drive.

### **Skate Park Demos**

Kathy Peterson is working on it. We may or may not have it.

### **Creativity Center**

Tracy Hill is working on this. The face painter has been extended a contract.

### **Children's Parade**

Joel says we are just waiting to decide who will lead the parade.

### **Quilt Show**

Joel said it will happen.

### **Car show**

Bob said there may be more than one car show. Ann said the Golden Oldies Club might come. Joel asked how many cars are in each group. Ann said about 20 for the Mustangs and 10 for the Oldies Club.

### **KU Med Van**

Art Dick said it is available if the committee wants it. It is an 18 wheeler. Bob said with the Med Van there might not be enough room to pursue the blood drive. Jim Bernard, Jr. suggested having the car shows park on the grass.

**Train show**

Jim Hanson said it will happen.

**Public Works**

Mike Helms had no report.

**Public Safety**

Wes Jordan had no report.

**Fire District**

Chris Andrews said he is working on securing a Communications Vehicle which can be turned away if there is not enough room. Initially he envisioned 2 events. One would be the water tug of war but there may not be enough room. He said he could have a normal truck display. The other would be a trailer with a hydrant target for the kids. Joel said he likes the tug of war idea. Chris said it throws a lot of water. He asked if the committee would like an antique fire truck. Bob said yes, 1 truck.

**Student Contest**

All of the school art departments are participating. There should be a lot of posters. Diana said she would like them displayed somewhere.

**Information Booth**

Jim Bernard, Jr. said the Parks Board may want a display. The Municipal Foundation would like to be under the tent. He hopes to sell water again. He said last year they talked about having a mister on the ground for children to run through and said he would like to do that if it is possible.

**Publicity**

Bob went over the report he received from John Capito. John met with the KC Star and they can do three ads in color in the Shawnee Mission Section for \$1,656.46. One ¼, ½, and full page. They decided not to have one on the 4<sup>th</sup>. Ann suggested they rethink the July 4<sup>th</sup> ad.

John will track down the graphic designer and he is working on the Village Voice article. Art asked if the Sun would give the event any consideration. Ann said we had bad luck with them for 2 years in a row. Art suggested they could do a story. Bob said he asked John to get a radio station here and will ask him to prepare press releases. Bob asked how much the design cost last year. Ann said the printing of the flyers was \$800-900 and the design was \$300-500.

**Hospitality**

Doug is working on it.

### **Volunteers**

Bob said he tried to contact Dennis Rice to coordinate volunteers. He has not heard from him. He will keep trying.

### **City Committees**

Luci Mitchell said the Tree Board would like to participate. Barbara said the Sister City committee may want to participate.

### **Decorations**

Art said Kathy Peters would like to do the breakfast decorations but would like someone to help her with the rest of the decorations. Diana said a committee might be needed for the decorations. Jim Bernard, Jr. asked if there will be flags this year. Barbara said the Mayor in Merriam started a project to put flags around the property and on the main street on the 4<sup>th</sup> of July. They asked Prairie Village to do the same sort of thing. The Mayor has not made a decision but could consider it as part of VillageFest. Jim Bernard, Jr. asked if there will be street banners again. Ann said a new banner was purchased with money leftover from last year.

### **Committee shirts**

Kathy Frankum will do them again. Committee members will have to pay for them. They will be about \$20.

### **Other**

Doug requested a head count of volunteers and committee members by next meeting for the food.

Ann said she received \$750 from Community America. They requested to have their mustang with a logo on it lead the parade. Joel said he does not like the idea of a moving advertisement leading the children's parade. Diana asked if that is the only way they will participate. Bob said we really need the money and he does not think it will spoil the kid's fun. Diana asked if the other sponsors will get mad. Ann said they are a new sponsor and maybe they will become steady like Commerce Bank. Jim Bernard, Jr. said we do not have to let it be a precedent. Diana suggested Ann tell them the committee is uncomfortable with it. Ann said that would be difficult to do. Diana said maybe they do not realize it is just a children's parade. Ann said she could call and ask them that. Bob asked if they would consider another promotional activity. Ann said this was the client's specific request. The committee discussed this issue in regards to setting a precedent and whether it would ruin the children's parade. The committee came to a consensus to allow them to have their car in the children's parade this year.

Ann said she talked to the Missouri Shriners and they may be able to supply clowns but they might want to take donations. She wanted the committee to be aware of this to decide if they should be allowed to take donations. She will know more when they get back to her.

### **Adjournment**

Ed Roberts moved to adjourn. The motion was seconded by Ann Lilak and passed unanimously.

Bob Pisciotta  
Chair

## **PARK AND RECREATION COMMITTEE**

**May 9, 2007**

The Park and Recreation Committee met May 9, 2007 for the Parks Crawl at 5:30 p.m. The meeting was called to order at 6:55 p.m.

Present and presiding, Chairperson Diana Ewy Sharp. Members present: Ruth Hopkins, Diane Mares, Joe Nolke, Shelly Trewolla, Jim Bernard, Jr., Peggy Couch, Kathy Peterson, and Mayor Shaffer. Also present: Mike Helms, Jeanne Koontz and Bob Pryzby.

### **CONSENT AGENDA**

**Ruth Hopkins moved for approval of the Consent Agenda which was approved. Minutes of the April 11, 2007 meeting were approved.**

### **REPORTS**

1. Public Works Report – Mike Helms  
Mike said the boulder is not installed at Prairie Park because of the weather. When the water disappears, it will be installed. He said they are continuing to mow the parks but some areas cannot be mowed right now because of the rain. Mike said there is ongoing vandalism at Franklin, Santa Fe and Harmon Parks. He has found a product to take out the spray graffiti and a product to apply after to preserve the rocks. He said they have begun filling the swimming pool.
2. Aquatics Program – Clarence Munsch  
Diana said there is an Aquatics Team Orientation tonight.
3. Sculpture Garden Sub-Committee – Jim Bernard, Jr. and Kathy Peterson  
Jim said the sculpture garden will be proposed at the budget meeting on May 14<sup>th</sup>. He said the project may be done in phases with the design in 2008 and the construction in 2009.
4. Community Center Sub-Committee – Zach Hardy  
No report.
5. Municipal Foundation Gazebo Project Update – A.J. LoScalzo  
No report.
6. Chairperson's Report – Diana Ewy Sharp  
Diana said she received a phone call from a woman who wants the City to coordinate tennis leagues. Diana asked the committee if this would be possible. Peggy said the City has not scheduled them in the past. Diana suggested inviting her to the public forum in June. Diane Mares was concerned they would get



preference for court reservations. Diana asked if the JTL Coordinator could handle this. Jeanne said that JTL Coordinator could not take this task on. The coordinator runs the camps but does not organize or register the participants. Diana said she will invite her to the forum.

## **OLD BUSINESS**

### **1. Budget Update**

Bob Pryzby said he is requesting \$206,000 for the Parks CIP for 2008. He gave the following breakdown:

- \$50,000 – Master Plan
- \$50,000 – Swimming Pool Reserve
- \$40,000 – Fall Zone Replacement
- \$51,000 – Park ID Signs
- \$15,000 – Carroll Plaza Study

## **INFORMATION ITEMS**

- Public Works Budget Presentation to Council, Monday, May 14<sup>th</sup>, 7:00 pm
- Parks and Recreation Public Forum, Wednesday, June 13<sup>th</sup>, 7:00 p.m.

The meeting adjourned at 7:30 pm.

Diana Ewy Sharp  
Chairperson

## **SISTER CITY COMMITTEE**

**May 14, 2007**

### **Minutes**

#### **Call to Order**

Chairperson Cindy Dwigans, called the meeting to order. Present: Cleo Simmonds, Hildegard Knopp, Jim Hohensee, Dick Bills, and Carole Mosher. Staff: Jeanne Koontz.

Cindy welcomed and introduced Lynnly Marcotte. Lynnly is interested in participating on the sister city committee. Cindy announced Ali Thompson is resigning because she is moving to Chicago.

#### **Approve Minutes from April, 2007**

The minutes were approved.

#### **Update on communications with target cities**

Cindy said she received several emails from Ireland. They would like to do a videoconference and also wondered if we would be attending the International Sister Cities Conference in July. Cleo said he thinks we should send a delegate or 2. He suggested Cindy and Bob McGowan attend. Cindy said there is money in the budget and she and Bob would be able to go. Carole said she thinks it is a good idea even without the Ireland connection. Cindy suggested an email vote since there was a lack of quorum at this time.

#### **Cleo moved to send 2 delegates, Cindy Dwigans and Bob McGowan, to the Sister City International Conference in Fort Lauderdale, Florida in July. See below for approval.**

Carole gave an update on Cumbaya. She said she did not find a lot of information about the town on the internet. She found a few travel logs but could not find a website. She said she sent a note to Martha thanking her and outlining the items we would like her to work on.

Cleo gave an update on Ukraine. Cleo said he thinks the committee will receive an official invitation from the Mayor of Dolyna to send a delegation to their City. Previously they had suggested July or September and he feels September would be a better time. Cindy said there are a lot of cities listed in the latest mailing from Sister Cities International that have formed relationships in Ukraine and perhaps they would be a resource.

Jim gave an update on Germany. He said he spoke with a friend of his in Germany. His friend said the city he lives in and the city he was born in do not have official sister city relationships. Jim said the key connection will be through high school international

exchange students. Carole said he could ask the school district how to go about this and they will need a host family. Jim said he will contact the local high school in Germany to see if they are interested. It is a small suburb of Heidelberg.

### **Update on web posting**

Jim said nothing has been done yet. He said he will send the slideshows in a website format to Jeanne. Cindy suggested adding something about the Sister City Committee. Jim said he will do an intro page also.

### **VillageFest**

Cindy asked if the event was worth the committee's time. There were quite a few people who stopped at the table the last time. Cindy suggested getting an International map and highlighting each of the cities. Carole suggested posting information and pictures on the cities. The committee decided to have a booth and committee members signed up for a time slot – see below.

### **Formation of Host Committee**

Cindy said she would like to form a host committee who would plan itineraries for 2 and 3 day visits.

Dick Bills arrived giving the committee a quorum with Michael Kelly who was at the budget meeting.

**Cindy called the motion which was approved unanimously.**

**Cleo moved to approve the minutes. Carole seconded the motion which was approved.**

Cindy reviewed what will happen at the videoconference with Ireland. She said there will be 1 camera with a mic and only 1 person can be in front of the camera at a time. She said Carole, Jim and her met to write questions for the conference. Cindy suggested inviting Mayor Shaffer to attend. Carole suggested sending the questions to the people in Ireland beforehand. Cindy went through the questions. We will have nametags with our names in large block print.

### **Service Organization Involvement**

Dick said Kiwanis is not represented in any of the areas we are looking at. He said he is still trying to get an International Rotary Directory.

### **Summer movies in the park**

Carole said she spoke with Diana Ewy Sharp. She said it is too late this year but she will contact the Arts Council to look into it next year.

### **Other Business**

Lynnly volunteered to help with the host committee. She offered to do an outline of a visit.

The meeting was adjourned at 8:30 pm.

Cindy Dwigans  
Chair

**Below are the times we signed up to work on July 4<sup>th</sup> at VillageFest**

<b>Time</b>	<b>Name</b>
9 – 11	Carole, Cindy
10 – 12	Cleo
11 – 1	Hildegard
12 – 2	Jim, Dick

**PRAIRIE VILLAGE MUNICIPAL FOUNDATION  
EXECUTIVE COMMITTEE**

**May 17, 2007**

**Minutes**

The Prairie Village Municipal Foundation met May 17, 2007. Present and presiding, President Bill Nulton. Members present: Mayor Ron Shaffer, Charles Clark, Diana Ewy Sharp, A.J. LoScalzo, Mayor Engelken, Marilyn Uppman, Doris Wieggers, Marcia Jacobs and Barbara Vernon.

**Approval of February 12, 2007 minutes**

A motion to approve minutes of the February 12, 2007 meeting made by Marcia Jacobs and seconded by Mary Engelken passed with a unanimous vote.

**Approval of Financial Report**

Marcia Jacobs moved for approval of the Statement of Financial Condition as of March 31, 2007. Mary Engelken seconded the motion which passed with a unanimous vote.

**Logo Update**

Bill Nulton expressed appreciation to Sarah Harken for her work on the logo and introduced her to the committee. He said Sarah, Bill, A.J., and Barbara met to work on public relations and publicity for the foundation. Sarah Harken showed the committee the letterhead and introduced the tagline "Supporting your hometown". Sarah Harken asked the committee for input. Doris Wieggers suggested using "City" instead of "Hometown". Sarah Harken said the committee wanted an old-fashioned connotation. Bill Nulton said the design is not permanent yet and asked the committee to give their opinion. Charles Clark suggested adding an email address or the website to the business card. Bill said the design needs to be approved as it appears in the three documents presented. Charles Clark moved for approval of the design as it appears on the letterhead, envelope, and business card. Marcia Jacobs seconded the motion which passed.

Sarah Harken said she is working on a tri-fold brochure and asked committee members for input. She said the brochure could be used for distribution at VillageFest, the library, and the shops. She said she could also put the logo on magnets or pencils. Bill Nulton asked if the foundation wanted to have another meeting before VillageFest to approve the brochure or do a limited printing the task force approves. Charles Clark said the limited printing would be fine. Charles Clark moved for approval for the task force to design and approve the brochure. Marcia Jacobs seconded the motion which passed unanimously. The committee suggested putting an article in the next newsletter with the new logo.

**VillageFest 2007**

Diana Ewy Sharp said VillageFest will run from 7:30 to 2:30 with the highlight being the Elite Frogs at 11 am. Bill Nulton said the committee booth will be open from 9 to 11 am.

Marilyn Uppman suggested having a sign with the new logo on it. The committee decided to have a raffle. The raffle tickets will be sold for \$1. Mayor Shaffer and A.J. LoScalzo will solicit prizes. The committee discussed having trinkets to give away and having balloon animals to attract kids. The committee signed up for shifts at the booth: 9-10 – A.J. and Charles; 10-11 – Doris and Mary; 11-12 – Marilyn and Marcia; 12-1 – Bill.

### **Corinth Square KU Rally**

Mely invited the foundation to participate in the Corinth Square KU Rally on August 17<sup>th</sup>. Bill asked the committee if they would like to participate. Charles Clark suggested for the committee to participate and for Bill Nulton to recruit volunteers.

### **Holiday Tree Lighting**

The tree will be provided by Intrust Bank in exchange for a plaque on the tree. Jeanne Koontz said she spoke with Donna Potts and the Monday after Thanksgiving is a good date. The committee decided the event would be on November 26<sup>th</sup>. Diana Ewy Sharp said the event was messy last year because it was planned too late. She said Mely and Ann would like to stay involved. Diana Ewy Sharp recommended forming a sub-committee and inviting Mely and Ann to participate. Jeanne Koontz suggested Donna Potts and a representative from Highwoods also serve on the task force. Doris Wieggers volunteered to chair the task force.

### **Utility Assistance**

Barbara Vernon reported the City currently contributes \$6,000 and the Foundation contributes \$4,000 to the Utility Assistance Program. She said the committee needs to decide if they want to continue that contribution. Barbara Vernon also reported the maximum benefit under the current program is \$150. This amount does not get families very far. Doris Wieggers moved to recommend the Council approve an increase in the Utility Assistance Maximum Benefit from \$150 to \$200. Marilyn Uppman seconded the motion which passed unanimously. Mary Engelken moved for approval to increase the Foundation Utility Assistance contribution from \$4,000 to \$5,000. A.J. LoScalzo seconded the motion which passed unanimously.

### **Barbara's Retirement**

Mayor Shaffer reported plans for Barbara's retirement and asked the Foundation for their assistance.

The Municipal Foundation congratulates Barbara Vernon for winning the L.P. Cookingham Award.

Bill Nulton will call the next meeting in October for election of the 2008 officers.

Bill Nulton  
President

**PRAIRIE VILLAGE ARTS COUNCIL  
16 MAY, 2007  
MINUTES**

The Prairie Village Arts Council met at 7:00 pm in the City Council Chambers. Members present: Randy Kronblad, Chairman, Bob Endres, Bill Rose, Annie Brabson, and Inge Dugan. Also present: Doug Luther.

Minutes

Committee members reviewed and approved minutes from the 18 April, 2007 meeting as submitted.

Financial Reports

Committee members reviewed and approved financial reports dated 8 May, 2007 as submitted.

Kcacio Dance

Mr. Kronblad said that he attended the Kacico Dance performance at Asbyury Church on 27 April. He said it was a great performance and was pleased that the Arts Council provided financial support to the production.

May Exhibit/Reception

Ms. Dugan reported that attendance at the reception for David Payne was very low. Committee members asked staff to emphasize to artists the importance of promoting their own work.

June Exhibit/Reception

Jack O'Hara will be featured in the Gallery during June. Mr. Endres said the Arts Council should purchase one of Mr. O'Hara's works. Committee members noted that the 2007 budget contains \$500 for art purchases, which are usually made at the Prairie Village Art Show. Mr. Endres said Gallery funds in the Municipal Foundation could be used for purchasing the O'Hara work.

**Committee members unanimously agreed to purchase artwork from Jack O'Hara at a cost not to exceed \$500 with Gallery funds in the Municipal Foundation.**

Bob, Randy, Annie, and Bill agreed to help with the reception on 8 June.

Prairie Village Art Show

Mr. Luther circulated a sign up sheet for members to volunteer to help at the show on Friday and Saturday evenings, and on Sunday morning.

Committee members agreed to purchase art at the show with the budgeted allocation of \$500. They agreed to meet on Saturday at 4:00 pm to make the selection.

### Leawood Sculpture

Mr. Kronblad said there is still a possibility of the Leawood sculpture being built at Somerset and Lee Blvd. Prairie Village and Leawood are continuing to work out a lease agreement that is acceptable to both cities.

### Sculpture Garden

Mr. Endres said several Arts Council members were present at the City's budget worksession on 14 May. He said the proposed sculpture garden was included in an initial budget request for 2008, but later removed in an effort to reduce expenditures in the 2008 budget. The estimated cost of the sculpture garden is \$306,000.

Mr. Endres said he told the City Council about the work the Sculpture Garden committee has done on this project and that a sculpture garden would be a tremendous benefit to the city. Mr. Endres added that the City has budgeted funds to implement the Village Vision, and these funds could be used to build the sculpture garden if the City Council would choose to use them for this purpose.

### State of the Arts

Mr. Endres said the call for artists and a promotional logo for the exhibit has been developed and will soon be distributed to artists. He said he has been very pleased with the work done by Callahan Creek on this project.

Committee members suggested that the call for entries also be made available at local art stores.

Committee members said they would like an opportunity to review the works submitted for inclusion in the exhibit.

There being no further business, the meeting adjourned.

Randy Kronblad  
Chairman



**Council Members  
Mark Your Calendars  
June 4, 2007**

<b>June 2007</b>	Jack O'Hara watercolors exhibit in the R. G. Endres Gallery
June 4	City Council Meeting
June 8	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
<b>June 11</b>	<b>Budget Worksession - 6:00 p.m.</b>
June 13	Park and Recreation Public Forum at 7:00 p.m.
June 18	City Council Meeting
June 19	Chamber Golf Classic
June 22	Moonlight Swim - 8:30 to 10:00 p.m.
June 25	<b>Budget Worksession</b>
<b>July 2007</b>	Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
July 2	City Council Meeting
July 4	VillageFest 2007
July 4	City offices closed in observance of Independence Day
<b>July 7</b>	<b>Council Retreat</b>
<b>July 9</b>	<b>Budget Worksession</b>
July 13	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
July 13	Moonlight Swim - 8:30 to 10:00 p.m.
July 16	City Council Meeting
July 17	All city Swim Team Meet - Pool closed to the public all day
July 29	Water show at 8:30 p.m.
<b>August 2007</b>	Shawn Bohs photography exhibit in the R. G. Endres Gallery
August 6	City Council Meeting
August 10	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
August 10	Moonlight Swim - 8:30 to 10:00 p.m.
August 13	Reduced hours at the pool begin - opens at 4:30 p.m. weekdays
August 20	City Council Meeting
August 23	Shawnee Mission Education Foundation 15 <sup>th</sup> Annual Fall Breakfast
<b>September 2007</b>	Barney Newcom oils exhibit in the R. G. Endres Gallery
September 3	City offices closed in observance of Labor Day
September 3	Pool closes for the season at 6:00 p.m.
September 4(Tuesday)	City Council Meeting
September 14	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
September 17	City Council Meeting
<b>October 2007</b>	No exhibit scheduled yet in the R. G. Endres Gallery
October 1	City Council Meeting
October 6-9	League of Kansas Municipalities Annual Conference - OP Convention Center
October 15	City Council Meeting

**November 2007** Mid-America Pastel Society exhibit in the R. G. Endres Gallery  
November 5 City Council Meeting  
November 9 Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.  
November 13-17 National League of Cities Annual Conference in New Orleans  
November 19 City Council Meeting  
November 22-23 City offices closed in observance of Thanksgiving  
November 26 Mayor's Holiday Tree Lighting - Corinth Shopping Center

**December 2007** Christi Roberts-Bony mixed media R. G. Endres Gallery  
December 3 City Council Meeting  
December 7 Mayor's Holiday Gala  
December 14 Artist reception in R. G. Endres Gallery 6:30 to 7:20 p.m.  
December 17 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 (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)  
COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)  
COU2005-19 Consider term limits for elected officials and committees (assigned 9/6/2005)  
COU2005-21 Develop a policy for use of Fund Balance (assigned 9/6/2005)  
COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)  
COU2005-44 Consider YMCA Partnership (assigned 12/14/2005)  
COU2006-05 Consider Committee Structure (assigned 4/25/2006)  
COU2006-20 Consider Project 191020: Colonial Pedestrian Bridge Replacement (assigned 8/1/2006)  
COU2006-26 Consider Project 190862: 75<sup>th</sup> Street from Nall Avenue to Mission Road (CARS) (assigned 8/28/2006)  
COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement (assigned 8/28/2006)  
COU2006-33 Consider Lease of Public Works from Highwoods Properties, Inc. (assigned 8/29/2006)  
COU2006-38 Consider Park & Recreation Committee Report (assigned 09/27/2006)  
COU2006-54 Consider Renewal of Special Use Permit at 7700 Mission Road (assigned 12/7/2006)  
COU2006-55 Consider Project SP105: 2007 Crack Seal/Slurry Seal/Microsurfacing Program (assigned 12/27/2006)  
COU2006-56 Consider Project 191019: Canterbury Street Sidewalk Improvements (assigned 12/21/2006)  
  
COU2007-02 Consider Reducing the size of the Council (assigned 1/8/2007)  
COU2007-08 Consider 2008 Budget (assigned 1/11/2007)  
COU2007-10 Consider Recognition of Prairie Village families with service personnel in Iraq, Afghanistan or other dangerous areas (assigned 1/11/2007)  
COU2007-11 Consider SP107: 2007 Street Repair Program (1/31/2007)

## **COMMITTEE AGENDA**

June 4, 2007

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- COU2007-19 Consider Project 190860: 2007 Street Resurfacing Program (assigned 2/14/2007)
- COU2007-22 Consider Project 190718: 2007 Storm Drainage Repair Program (assigned 2/28/2007)
- COU2007-27 Consider Project 190864 - 2008 Paving Program (assigned 3/9/2007)
- COU2007-31 Consider City Administrator/City Manager forms of government (assigned 3/19/32007)
- COU2007-32 Consider cleaning of HVAC systems in City buildings (assigned 3/29/2007)
- COU2007-33 Consider Project 190719: 2008 Storm Drainage Repair Program (assigned 4/11/2007)
- COU2007-34 Consider Traffic Engineer Report for 79<sup>th</sup> Street and Roe Avenue Intersection (assigned 4/11/2007)
- COU2007-35 Consider Project 190709: 83<sup>rd</sup> Street/Delmar Drainage Improvements (moved from POL 2004-15 - assigned 4/11/2007)
- COU2007-36 Consider Council Retreat (assigned 4/11/2007)
- COU2007-38 Consider "MXD" Planned Mixed Use District amendment (assigned 4/30/2007)
- COU2007-39 Consider Personnel Policy on Recreational Memberships (assigned 5/1/2007)
- COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)
- COU2007-42 Consider 2007 Utility Assistance Program (assigned 5/21/2007)
- COU2007-43 Consider Providing Public Works Services to the City of Mission Hills (assigned 5/29/2007)

### **LEGISLATIVE/FINANCE COMMITTEE**

- 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)
- 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)

### **POLICY/SERVICES**

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)- Moved to COU2007-35
- POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)
- POL2005-04 Consider Project 190809: 75<sup>th</sup> Street and State Line Road (assigned 2/1/2005)
- POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005) - Moved to COU2006-27

### **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)