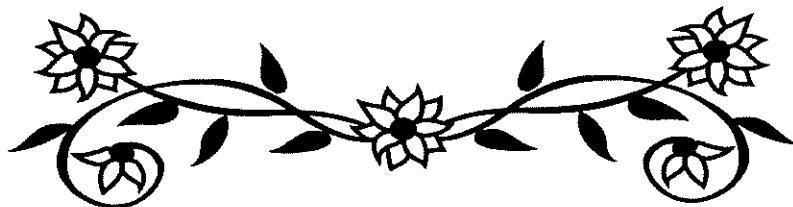


City Council Meeting

March 5, 2007



Dinner will be provided by:

Johnny's Tavern

Individual Meal Choice

COUNCIL COMMITTEE
COUNCIL CHAMBER

March 5, 2007, 6:00 P.M.

AGENDA

DAVID BELZ

CONSENT AGENDA

- **COU2006-26 Projects 190860: Street Resurfacing and
190862 (CARS) 75th Street Resurfacing
Bob Pryzby
- **COU2007-22 Project: 190718 2007 Storm Drainage Repair Construction
Bob Pryzby
- **COU2007-22 Project 190718 2007 Storm Drainage Administration
Bob Pryzby
- **COU2004-16 Project 190708 SMAC agreement for Tomahawk /Nall-Roe
Bob Pryzby
- COU2006-57 Continue Special Use Permit for Communications Antenna at
7700 Mission Road

AGENDA ITEMS

- COU2006-27 Project 190855: Tomahawk Road Bridge Replacement -
Transfer of funds from Street projects
Bob Pryzby
- COU2007-05 Consider rate charged for Off-Duty Contractual Employment
of Police Officers
Wes Jordan, Acting Chief of Police
- COU2007-21 Update - status of property at 7618 Mohawk Drive
Katie Logan
- COU2005-19 Consider term limits for committees
Barbara Vernon
- COU2007-23 Consider Infrastructure Manual: Curb requirements, standards,
practices
Bob Pryzby

** COUNCIL APPROVAL REQUESTED THE SAME EVENING

COU2006-26 CONSIDER PROJECTS 190860: 2007 STREET RESURFACING PROGRAM AND PROJECT 190862: (C.A.R.S.) 75TH STREET RESURFACING (NALL AVENUE TO ROE AVENUE) CONSTRUCTION AGREEMENT

Background:

On January 16, 2007, the City Clerk opened bids for Project 190860: 2007 Street Resurfacing Program and Project 190862: (CARS) 75th Street Resurfacing (Nall Avenue to Mission Road). Five bids were received:

J.M. Fahey Construction	\$2,795,000.00
Miller Paving and Construction	\$2,831,371.55
McAnany Construction	\$3,446,978.95
Emery Sapp & Sons	\$3,452,298.15
Amino Brothers	\$3,860,526.73
Engineer's Estimate	\$3,948,631.00

The Engineer has reviewed all bids and no errors were found.

Financial Impact:

The total low bidder's bid for Project 190860: 2007 Street Resurfacing Program is \$1,870,805.95. This project is not eligible for CARS funding.

The total low bidder's bid for Project 190862: (CARS) 75th Street Resurfacing (Nall Avenue to Mission Road) is \$924,194.05. Half of this would be paid by the County and is equal to \$462,097.02. The City share is equal to \$462,097.03.

The total cost for the City for both projects is \$2,332,902.98.

Funding is available in the Capital Infrastructure Program Projects 190860 and 190862. Because of the low bids, there is a surplus of \$100,000 in the Capital Infrastructure Program.

Suggested Motion:

Move to approve the construction contract with J.M. Fahey Construction for Project 190860: 2007 Street Resurfacing Program for \$1,870,805.95 and for 190862: (CARS) 75th Street Resurfacing (Nall Avenue to Mission Road) for \$924,194.05.

Also, move to approve the transfer \$100,000 from Project 190860 to Capital Infrastructure Program Street Unallocated.

COU2007-22 CONSIDER PROJECT 190718: 2007 STORM DRAINAGE REPAIR PROGRAM CONSTRUCTION AGREEMENT

Background:

On February 16, 2007, the City Clerk opened bids for Project 190718: 2007 Storm Drainage Repair Program. Three bids were received:

Radmacher Brothers Excavating	\$1,081,000.00
Dennis Johnson Construction	\$1,082,829.10
J.M. Fahey Construction Company	\$1,117,874.00

Engineer's Estimate	\$1,360,168.00
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The Engineer has reviewed all bids and no errors were found. Radmacher Brothers constructed the 2004 Storm Drainage Repair for the City and the work was acceptable.

Financial Impact:

Project 190717: 2006 Drainage Repair was not constructed due to bids in excess of the budget. The 2006 project was re-bid with Project 190718: 2007 Storm Drainage Repair Program. A transfer of \$510,000.00 from Project 190717: 2006 Storm Drainage Repair Program to 190718 is being requested. There are sufficient Capital Infrastructure Program funds for the two projects.

Suggested Motion:

Move to approve the construction contract with Radmacher Brothers Excavating for Project 190718: 2007 Storm Drainage Repair Program for \$1,081,000.00 and to approve a transfer of \$510,000.00 from Project 190717: 2006 Storm Drainage Repair Program to Project 190718.

**COU2007-22 CONSIDER PROJECT: 190718: 2007 STORM
DRAINAGE REPAIR PROGRAM, CONSTRUCTION
ADMINISTRATION SERVICES**

Background:

Shafer Kline & Warren (SKW) has provided construction administration services for the 2006 Street Resurfacing Program and the City Council has approved them for construction administration services through 2007.

Attached is the agreement for services for Project 190718. The cost was calculated based on a typical fifty-hour workweek and a contract length of six months. From the experience in 2006 with other City projects, SKW has completed their contracts at less than the contract amount.

Financial Impact:

The Shafer Kline & Warren fee is \$135,000.00. Funds are available in the Capital Infrastructure Program for Construction Administration services under Project 190718: 2007 Storm Drainage Repair Program after a transfer of \$68,000.00 from Project 190717: 2006 Storm Drainage repair Program, which was not constructed in 2006.

Suggested Motion:

Move to approve the agreement with Shafer Kline & Warren for \$135,000.00 for construction administration services for Project 190718: 2007 Storm Drainage Repair Program and to approve the transfer of \$68,000.00 from Project 190717: 2006 Storm Drainage Repair Program to Project 190718.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

PROJECT 190718: 2007 STORM DRAINAGE REPAIR PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, 2007, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and Shafer, Kline & Warren, Inc., a Kansas corporation with offices at 11100 W. 91st Street, Overland Park, Kansas 66214, hereinafter called the "**Consultant**".

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Project 190718: 2007 Storm Drainage Repair Program hereinafter called the "**Project**",

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

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

ARTICLE I
RESPONSIBILITIES OF THE CITY

The CITY designates Thomas Trienens, Manager of Engineering Services as representative of the CITY with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Mr. Trienens shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

ARTICLE II
RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates William M. (Mike) Asbury, Director of Construction, who shall direct the professional civil engineering and related construction inspection and administration services in all phases of the Project to which this Agreement applies as hereinafter provided. The CONSULTANT shall serve as the prime professional on this Project and shall work with of the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession, practicing under similar conditions at the same time and in the same locality.

The CONSULTANT shall consult with Manager of Engineering Services and act as CITY's representative. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned herein shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The CONSULTANT shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The CONSULTANT shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to CONSULTANT herein, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Project Manual, and CONSULTANT shall keep CITY informed of the progress of the Work.

The purpose of CONSULTANT's visits to, and representation by the Resident Project Representative, if any, at the Site of the Project, will be to enable CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of CONSULTANT's efforts as an experienced and qualified design professional, will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The CONSULTANT shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The CONSULTANT shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Project Manual.

The CONSULTANT shall recommend Change Orders and Field Orders to CITY, as appropriate, and prepare Change Orders and Field Orders as required.

The CONSULTANT shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to CONSULTANT.

The CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

The CONSULTANT shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. CONSULTANT shall be entitled to rely on the results of such tests.

The CONSULTANT shall render formal written decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

The CONSULTANT shall based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. CONSULTANT will provide recommendation for payment to the CITY. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT's responsibility to observe the Work. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of CONSULTANT are expressly subject to the limitations set forth herein.

2. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Project Manual. Neither CONSULTANT's review of the Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The CONSULTANT shall receive and review maintenance and operating instructions, schedules, and guarantees.

The CONSULTANT shall receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

CONSULTANT shall transmit to CITY promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is Complete. If after considering any objections of CITY, CONSULTANT considers the Work Complete, CONSULTANT shall deliver a certificate of Completion to CITY and Contractor.

CONSULTANT shall conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide proper notice that the Work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

CONSULTANT shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist CONSULTANT to provide more extensive observation of Contractor's work by observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the Work.

The duties and responsibilities of the RPR are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-Site operations.
- 4 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 5 Report to CONSULTANT when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
- 6 Record date of receipt of Samples and approved Shop Drawings.
- 7 Receive Samples, which are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.
- 8 Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- 10 Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.
- 16 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and

interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- 17 Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.
- 21 Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish to CONSULTANT and CITY copies of all inspection, test, and system start-up reports.
- 24 Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to CONSULTANT for review and forwarding to CITY prior to payment for that part of the Work.
- 27 Participate in a Substantial Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- 1 Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The CONSULTANT and RPR are expected to conduct themselves at all times in such a manner as to reflect credit upon themselves and the CITY they represent. It is expected that the CONSULTANT and RPR will be suitably dressed for the work, and they will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The CONSULTANT and RPR will be pleasant, courteous and business-like in meeting the public. It is helpful and considerate to answer questions asked by the public. If the CONSULTANT and RPR cannot clearly answer the question, the CONSULTANT should refer the questioner to the Manager of Engineering Services.

The CONSULTANT and RPR will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the CONSULTANT. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the CONSULTANT
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the RPR Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the RPR Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the CONSULTANT hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"

5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work –

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work –

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work –

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains –

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the CONSULTANT is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the CONSULTANT should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the CONSULTANT, the precautions taken by the Contractor are found to be insufficient or inadequate in providing job or public safety at any time, the CONSULTANT shall notify the Manager of Engineering Services.

The CONSULTANT and RPR are expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the CONSULTANT.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The CONSULTANT shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The CONSULTANT shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The RPR shall record such unacceptable conditions in the RPR Daily Report.

The CONSULTANT and RPR are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the CONSULTANT and RPR to meet and is part of this Agreement.

ARTICLE III COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$135,000.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT'S current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT's in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV **GENERAL PROVISIONS**

Times for Rendering Services: The CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

Opinions of Probable Cost: In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT's qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Change in Scope: The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans.

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

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

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

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant,

the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

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

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

CITY:

CONSULTANT:

CITY OF PRAIRIE VILLAGE, KS

SHAFER, KLINE & WARREN, INC.

By: _____

By:  _____

Ronald L. Shaffer

Gerald C. Johnson, P.E.

Mayor

Principal

Address for giving notices:

CITY of Prairie Village
7700 Mission Road
Prairie Village, Kansas, 66208
913-381-6464

ATTEST:

Joyce Hagen Mundy, CITY Clerk

Address for giving notices:

Shafer, Kline & Warren, Inc.
11100 W. 91st Street
Overland Park, Kansas 66214
913-888-7800

APPROVED BY:

Charles E. Wetzler, CITY Attorney



HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$155	Secretarial/Clerical	\$55
Associate	140	Engineering Technician V	100
Engineer V	130	Engineering Technician IV	90
Engineer IV	120	Engineering Technician III	80
Engineer III	110	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	45
Landscape Architect IV	120	Construction Observer IV	90
Landscape Architect III	110	Construction Observer III	85
Landscape Architect II	100	Construction Observer II	75
Landscape Architect I	85	Construction Observer I	65
Landscape Design	70	Registered Land Surveyor II	110
Planner IV	120	Registered Land Surveyor I	95
Planner III	110	Survey Crew	150
Planner II	100	Survey Rodperson	45
Planner I	85	Survey Technician V	100
GIS Consultant IV	115	Survey Technician IV	90
GIS Consultant III	100	Survey Technician III	80
GIS Consultant II	85	Survey Technician II	70
GIS Consultant I	70	Survey Technician I	60
Controls Technician II	80	GPS Survey Technician	95
Controls Technician I	60		
Photogrammetrist III	90		
Photogrammetrist II	80		
Photogrammetrist I	70		

Equipment Costs

GPS Survey Receiver	\$20
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Note #1

The hourly rate shown for GPS Personnel and Survey Crews includes stakes, flagging, iron bars and other miscellaneous materials.

Note #2

All reimbursable expenses incurred on a project will be charged at a rate of direct cost plus 10% to cover administrative overhead. Direct cost of passenger car mileage will be at the standard rate established by the Internal Revenue Service and in effect at the time the expense is incurred. Direct cost of survey vehicle mileage will be at the IRS standard passenger car rate, plus 20%. Plotting and reproduction will be charged at \$0.50 per square foot for all media except photographic glossy, which will be charged at \$1.00 per square foot. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup.

Effective January 1, 2007

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER Haake Companies 4650 College Blvd., Suite 300 Overland Park KS 66211 Phone: 913-491-1999 Fax: 913-906-0088	OPID BB SHAFE-1	DATE (MM/DD/YYYY) 02/21/07
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Shafer, Kline & Warren, Inc.; SKW Technical Service Group Inc. Shetlar, Griffith, Shetlar, P.A. Hamilton & Associates, Inc. 2940 Main Street Kansas City MO 64108	INSURERS AFFORDING COVERAGE	
	INSURER A: Amerisure Mutual Insurance	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET CONT. LIAB <input checked="" type="checkbox"/> X.C.U. INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP1386817	05/01/06	05/01/07	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 Comp Ded <input checked="" type="checkbox"/> \$500 Coll Ded	CA1386816	05/01/06	05/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CU1386818 (UMBRELLA)	05/01/06	05/01/07	EACH OCCURRENCE	\$ 6,000,000
						AGGREGATE	\$ 6,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	C43685533	05/01/06	05/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		LEASED OR RENTED CONTRS. EQUIPMENT. INCL THEFT	CPP1386817	05/01/06	05/01/07	PER ITEM	\$100,000.
						PER OCC	\$1000.DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: 190718 2007 Storm Drainage Repair Program. City of Prairie Village, Kansas is Named as Additional Insured on General Liability but only as their interest appears with respects to work performed by or on behalf of Named Insured.

CERTIFICATE HOLDER CITYOFF City of Prairie Village, Kansa 7700 Mission Road Prairie Village KS 66208	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 20 <i>Gerald C Haake</i>
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ACORD CERTIFICATE OF LIABILITY INSURANCE

09/06/2007

DATE (MM/DD/YY)
02/21/2007

PRODUCER
LOCKTON COMPANIES, LLC-1 KANSAS CITY
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

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

INSURERS AFFORDING COVERAGE

INSURED
1058114 SHAFER, KLINE & WARREN, INC.
11100 W. 91ST
OVERLAND PARK KS 66214

INSURER A: CNA
INSURER B: (Victor O Schinnerer)
INSURER C:
INSURER D:
INSURER E:

COVERAGES SHAKL01 PC

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX FIRE DAMAGE (Any one fire) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT APPLICABLE			IWC STATUTORY LIMITS IOTR EL EACH ACCIDENT \$ XXXXXXXX EL DISEASE - EA EMPLOYEE \$ XXXXXXXX EL DISEASE - POLICY LIMIT \$ XXXXXXXX
	OTHER PROFESSIONAL LIABILITY	AEH 27 615 57 88	09/06/2006	09/06/2007	\$1,000,000 PER CLAIM AND AGGREGATE

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
PROJECT: 190718: 2007 STORM DRAINAGE REPAIR PROGRAM.

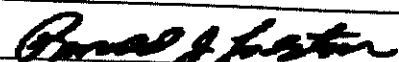
CERTIFICATE HOLDER
2791898
CITY OF PRAIRIE VILLAGE, KANSAS
7700 MISSION ROAD
PRAIRIE VILLAGE, KS 66208

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**COU2004-16 CONSIDER PROJECT 190708: TOMAHAWK ROAD
FROM NALL AVENUE TO ROE AVENUE (SMAC)**

Background:

The Johnson County Stormwater has submitted an Interlocal agreement for construction and construction administration. The amount is for \$2,385,915.00 with the SMAC share of \$1,789,500 and the City share of \$596,415.

Financial Impact:

The approval of the Interlocal agreement will add \$1,789,500 to the project. The City share has been previously funded.

Suggested Motion:

Moves to approve the Interlocal Agreement with Johnson County SMAC for \$1,789,500.

COU2006-27 CONSIDER PROJECT 190855: TOMAHAWK ROAD BRIDGE REPLACEMENT

Background:

Under a previous Interlocal agreement with the City of Mission Hills, the two cities have agreed to share the cost of replacing Tomahawk Road Bridge over Brush Creek. The City of Mission Hills has submitted a payment request of \$54,660.42 for the engineering design.

Financial Impact:

Funds had not been appropriated in the Capital Infrastructure Program for engineering design. A transfer of \$55,000.00 will be necessary from Capital Infrastructure Program Street Unallocated.

Suggested Motion:

Move to approve the transfer of \$55,000.00 to Capital Infrastructure Program Project 190855 from Capital Infrastructure Program Street Unallocated.

TO CONSIDER AN INCREASE IN THE RATE THE CITY CHARGES FOR OFF-DUTY CONTRACTUAL EMPLOYMENT OF POLICE OFFICERS

— COUNCIL COMMITTEE

Issue:

Approve the hourly rate of pay for off-duty contractual employment.

Background:

On January 16, 2007, the Council Committee approved an off-duty rate of \$39.14 that was recommended by Chief Grover. This recommended rate was actually a decrease from the rate that was established in 2006 of \$39.96. Police Department staff reviewed this calculation and determined the \$39.14 rate that was recommended was based on the average of officers' overtime rate rather than an average overtime rate for the officers who work these assignments on a regular basis:

2006 Off-Duty Review:

- **Hours Worked:** 1,297.50
- **Combined Salary Paid to Officers:** \$51,203.81
- **Average hourly cost:** \$39.46 (including FICA/insurance)

Staff has projected the average salary costs in 2007 will be approximately \$41.03 per hour. This rate was derived by taking the 2006 average rate of \$39.46 and multiplying 4% to account for 2007 salary increases. Police Department Staff also worked with accounting to establish a consistent rate of charge for vehicle usage. On occasion vehicles are driven during the assignment; however, the majority of normal off-duty work only involves the vehicle being driven to/from the assignment. Therefore, we are recommending the flat government mileage rate of 48.5 cents be factored into the hourly rate. The total 2007 cost would be \$41.52 per hour, which equates to a net increase from 2006 of \$1.56 per hour.

Recommendation:

Staff recommends in order to ensure the City receives the correct rate of reimbursement, the rate charged for such off-duty contractual services per hour be increased to \$41.52 per hour.

Consider term limits for committees

Background:

This agenda item has been discussed by this Committee in the past as part of a larger discussion on whether elected officials and committees should have term limits. Because the Mayor will be making several committee appointments next month, this would be a good time for Council to make a decision about term limits for committees.

Public Committees have some turnover as recorded in rosters maintained in the City Clerk’s office. Members who have served on these committees for 5 years or more are listed below.

Committee	No. Members	No. Years
Animal Control Advisory Board	2	27
	1	7
Municipal Arts Council	1	21
	1	12
	1	9
	1	8
	1	6
	2	5
Parks and Recreation	1	26
	1	11
	1	9
	1	6
	1	5
Planning Commission	1	10
	1	6

Planning Commission, Parks and Municipal Arts are the committees most people request on their applications to serve. Some committees, such as Insurance, Pension Plans, Sister City, Environment/Recycle, Communications, and Building Codes require members who have specific interest or professional expertise. On these committees there are some members who have served several years but they are extremely difficult to replace. Other committees have members with some tenure but not as many with numerous re-appointments as those listed above.

Council Committees, since 1992, have been Council Committee of the Whole, Policy/Services and Legislative/Finance. Membership in the last two was limited to one Council member from each Ward. Since they met at the same time, voters in every ward

were represented on both major Council committees. The Council Committee of the Whole is chaired by the Council President. The two committees have co-chairs.

This structure was originally designed by Mayor Taliaferro to combine four committees which did not have enough to discuss into the two (Legislative/Finance and Policy/Services) to meet on one evening, leaving the second meeting night for the Council Committee to discuss broad policy issues. Legislative/Finance combined the former Administrative and Legislative Committees. Policy/Services combined the former Public Works and Public Safety Committees. The original idea was that Council members would change committees periodically – that did not happen very often.

Committee	No. of members	No. of years
<u>Legislative/Finance</u>	1	13 years
	3	7 years
Co-Chair of committee	1	9 years
	1	7 years
<u>Policy/Services</u>	1	13 years
	1	7 years
Co-Chair of committee	1	7 years
	1	3 years

CONSIDER INFRASTRUCTURE MANUAL: CURB – REQUIREMENTS, STANDARDS, PRACTICES

Background:

The purpose of this document is to present the compilation of requirements (city ordinances), standards (city council policies), and practices (design criteria, construction methods and material specifications) in use by Public Works relative to Curbs. By reference the documents are part of the *Manual of Infrastructure Standards* as codified in Prairie Village Municipal Code Article 7.

Financial Impact:

There is no financial impact.

Recommendation:

Move to include by reference these Curb requirements, standards and practices to the Manual of Infrastructure Standards.

Driveway

Requirements

1. Prairie Village Municipal Code

1.1 Section 4-318 – Requires a right-of-way permit from Public Works for the laying or repairing, of any water or sewer pipes of the making of any connection therewith requires the excavation in any street, alley or public way of the city or the cutting or removal of any pavement, curb or gutter or any sidewalk during the course of such work.

~~1.2~~ Section 4-407 (e) – Requires no building or structure or any part of any building or structure being moved to be left in the parkway, street, or on the dedicated right-of-way between the curb and the front property line of any lot.

~~1.3~~ Section 13-2A03 – Requires street sight line obstruction to be removed in a triangle measured using the back of curb or at the edge of roadway where no curb exists and the street.

1.4 Section 13-503Q – Defines the Parkway to mean the area between a property line and the street curb

1.5 Section 13-601B – Requires no curb of a private driveway entrance shall exceed 22 feet not including the wings.

1.6 Section 13-603C – Requires whenever any curb is cut for the purpose of constructing a driveway entrance to entirely cut and removed with the curb and gutter, if any, and replaced by sectional paving with expansion joints to prevent the breaking of the adjacent curb and gutter and the curb at each side of the entrance shall be replaced by a sectional curb rounded off on a radius of at least two feet.

1.7 Section 13-604A – Requires no person, firm or corporation shall remove or cut back the curb along any street for the purpose of widening the area for parking vehicles parallel or angular in the street without permission of the Governing Body of the City.

1.8 Section 16-510 – Defines the secondary drainage system to include but not necessarily limited to roadway, curb and gutter, open channels, swales and enclosed conveyance systems, which transport storm runoff to the primary system.

~~1.9~~ Section 16-520(c) – Requires curb inlets to conform to Prairie Village standard design.

1.10 Section 16-805(h)(h) – Requires a monument (homes association) sign shall not be located closer than 12 feet to the back of the curb of a public street.

1.11 Section 18.04.060 – Requires cul-de-sacs to provide proper access to all lots and to generally not exceed 500 feet in length, and to provide a landscaped turnaround at the closed end, with a vertical curb of the inside diameter of a minimum 40 feet and an outside curb with a minimum diameter of 80 feet.

1.12 Section 18.12.060 – Requires plans prepared by a professional engineer to be submitted indicating construction of, or improvement to be made in the curb, street surface, alleys, sidewalks and storm drainage system as part of the subdivision process. Unless waived by the Director of Public Works, curbs, street surface, sidewalk and storm drainage facilities shall be brought to city standards prior to occupancy of any building in the subdivision.

1.13 Section 19.02.155 – Defines curb level as the mean level of the curb in front of the lot, or in the case of a corner lot, along that abutting street where the mean curb level is the highest.

1.14 Section 19.02.455 – Defines an arterial street as providing through traffic movement between and around areas and across the City with direct access to abutting property; subject to necessary control of entrances, exits and curb uses and is so designated in the Comprehensive Plan.

1.15 Section 19.32.020 – Requires traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site.

Standards

2. City Council Policy
 - 2.1 CP206 – *Curb and Gutter Replacement*, (attached), states that the City to repair, replace and pay the entire cost for curbs on City streets.
 - 2.2 CP215 – *Planting, Maintenance, Removal & Replacement of Trees*, (attached), states that no trees may be planted closer to any curb or sidewalk than three feet as measured from the center of the tree planting pit.
 - 2.3 CP220 – *Maintenance of Plantings, Statues and Structures on Islands*, (attached), states that every island will be protected by a non-mountable curb and have one four foot wide access ramp for maintenance equipment.
 - 2.4 CP312 – *Sidewalks*, (attached), states that the street side of the sidewalk shall not be located closer than five feet to the street face of curb or edge of pavement, if no curb is present

3. Practices

- 3.1 Public Works Detail Sheet 103.01 *Curb Details 6/4/03* (attached) provides construction details of six types of curbs used in the City
- 3.2 Public Works Detail Sheet 104.01 *Residential Drive Detail 2/6/06* (attached) provides construction details for construction of curbs at residential driveway
- 3.3 Public Works Detail Sheet 105.01 *Commercial Entrance Details* (attached) provides construction details for construction of curbs at commercial driveways
- 3.4 Public Works Detail Sheet 106.01 *Sidewalk Details* (attached) provides construction details of curbs next to sidewalks
- 3.5 Public Works maintains an inventory of curbs to include location, length, type, condition and history of construction
- 3.6 Public Works verifies the inventory and rates the condition of a curb every five years
- 3.7 Public Works does not permit the property owner to construct “pads” in the curb gutter flow line. Existing “pads” are permitted to remain until the street is re-paved.
- 3.8 Public Works requires non-standard curbs to be replaced when driveway ramps are replaced
- 3.9 Public Works will replace all curbs on a street when the curb rating is 70 or less



City Council Policy: CP206 - Curb and Gutter Replacement

Effective Date: March 20, 2000

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

- A. To establish a policy to outline financial responsibility for curb and gutter replacement.

III. RESPONSIBILITY

- A. Public Works Director

IV. DEFINITIONS

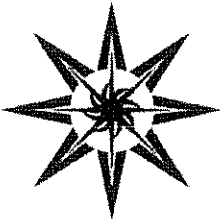
V. POLICY

- A. The City of Prairie Village will repair, replace and pay the entire cost for curbs and gutters on public streets within the City limits of Prairie Village that have deteriorated due to natural conditions.
- B. Any person(s) who damages or causes there to be damages to any City sidewalk shall repair or replace the damaged sections as directed by the Director of Public Works at no cost to the City.
- C. Included in any public repair or replacement will be the seeding or replacement of sod in any excavated areas.
- D. The Director of Public Works will notify abutting property owners that it is their responsibility to water and maintain the seeded or sod areas.

VI. PROCEDURES

CP216 Planting, Maintenance, Removal & Replacement of Trees

- 'Legacy' Sugar Maple - *Acer saccharum*
 - 'Autumn Blaze' Maple - *Acer rubrum x saccharinum*
 - 'Emerald Queen' Maple - *Acer platanoides*
 - 'Crimson King' Maple - *Acer platanoides*
 - 'Deborah' Maple - *Acer platanoides*
 - Black Hills Spruce - *Picea glauca densata*
- c.) Large trees 51 or taller matured height
- 'Heritage' River Birch - *Betula nigra*
 - 'Hackberry' - *Celtis occidentalis*
 - Ginkgo (male) - *Ginkgo biloba*
 - Tuliptree - *Liriodendron tulipifera*
 - Shingle Oak - *Quercus imbricaria*
 - Red Oak - *Quercus rubra*
 - Shumard Oak - *Quercus shumardii*
 - Cottonwood (male) - *Populus deitoides*
 - Japanese Scholar tree - *Sophora japonica*
 - Zeikova - *Zeldova serrata*
 - Colorado Spruce - *Picea pungens*
 - Eastern White Pine - *pinus strobes*
3. No trees other than those species listed as small trees above may be planted:
- a.) Under or within 15 lateral feet of any overhead utility wire; or
 - b.) Over or within 15 lateral feet of any underground water line, sewer line, transmission line or other utility.
4. No trees may be planted closer, as measured trunk to trunk, than the following:
- a.) Small trees, 30 feet;
 - b.) Medium trees, 40 feet;
 - c.) Large trees, 50 feet;
 - d.) Except in special plantings designed or approved by the City landscape architect.
5. No trees may be planted closer to any curb or sidewalk than three feet as measured from the center of the tree planting pit.
- a.) The City may plant trees on private property with the permission of the property owner.
6. The property owner shall be responsible for watering, restoring mulch, maintaining the staking and trunk wrapping for City planted trees for a period of one year.
- a.) After one year the staking and trunk wrapping shall be removed.
7. Replacement trees shall be a minimum of 1 ½ inch caliper (D.B.H.) and planted in the same relative location.
- B. Maintenance**
- 1. The property owner shall water, fertilize, trim, spray and provide proper tree maintenance on any City planted tree.
 - 2. The Director of Public Works may direct the trimming of trees for the convenience of the City where it is deemed advisable, e.g., in preparation for use of heavy equipment on the streets for overlay work, street light improvements, or other uses.
 - 3. The Director of Public Works may direct the removal of broken branches that are hanging so as to hit motor vehicles or pedestrians. The property owner is responsible to remove other hanging broken branches not immediately impeding the movement of motor vehicles or pedestrians.
 - 4. The Director of Public Works shall see that trees on City property, e.g., City Hall, parks, etc. are properly trimmed, sprayed, watered, and otherwise maintained.
 - 5. Any exceptions to this section must be approved by the City Council.
- C. Removal**
- 1. Diseased and/or dead trees on City owned property, right-of-way and easements granted by the City may be removed at the City's expense.
 - 2. The party who removes a tree will be responsible to remove the stump and to fill the hole.
 - 3. Live, healthy trees that are a nuisance or a hazard, may be removed from City owned property, right-of-way and easements granted by the City at the discretion of the Director of Public Works.
 - a.) The property owner may request removal, because the tree is an "undesirable" species such as "hedge apple", thorny locust, cottonwood, mulberry, etc. The cost of removal shall be borne by the property owner. The property owner must arrange in advance to replace the tree in the same relative location at no expense to the City. The tree shall be of the approved caliper, species and approved location.



City Council Policy: CP220 - Maintenance of Plantings, Statues and Structures of Islands

Effective Date: February 22, 2000

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish responsibility of maintenance of plantings, statues and structures on islands owned by the City.

III. RESPONSIBILITY

A. Director of Public Works

IV. DEFINITIONS

V. POLICY

A. Turf

1. The City Public Works Department will provide turf maintenance that is limited to mowing, trimming, fertilizing, aerating and reseeding.
2. Other persons may assume any and all of the turf maintenance by defining the specific maintenance and obtaining an annual Right-of-Way permit from the City.
 - a.) There will be no fee for the annual permit.

B. Planting

1. Other persons may plant, trim, fertilize water and remove plantings such as flowers, ground cover, shrubs and trees.
 - a.) Prior to providing the planting maintenance these persons must obtain an Right-of-Way permit from the City.
 - There will be no fee for the annual permit.
 - b.) A scaled, dimensioned plan and list of planting species detailing growth, color, maintenance and maturity characteristics will be submitted with the permit application.
2. The City reserves the right to remove any dead or diseased plantings without providing a replacement.
3. The City also reserves the right to remove any live plantings that interfere with traffic, are not consistent with the plan submitted with the permit application or that the Public Works Director deems inappropriate, without providing a replacement.

C. Fixed structures

1. Other persons may provide fixed structures such as statues, fountains, walls and other fixed structures.
 - a.) These persons must obtain a Right-of-Way permit from the City.
 - There will be no fee for the annual permit.
 - b.) A scaled, dimensioned plan showing all pertinent details will be submitted with the application.
 - c.) The City reserves the right to remove any deteriorated, broken or hazardous fixed structures, without providing a replacement.

D. Utilities

1. The City may provide water and electricity for the operation of fountains located on City owned islands.

E. General

1. It is the intent of the City to provide islands that are aesthetically pleasing with the local City environment.
 - a.) The islands will be of a low maintenance type.
 - b.) The plantings and fixed structures will not interfere with the safe movement of traffic and with any traffic control devices.
 - Plantings will be limited to three-foot mature height in traffic line of sight areas.
 - Plantings will not have thorns or spikes in areas where the public could be injured.
 2. Every island will be protected by a non-mountable curb and have one four foot wide access ramp for maintenance equipment.
-

CP312 Sidewalks

G. Setback Requirements

1. All newly constructed sidewalks shall have a minimum width of five feet on arterial and collector streets, and a minimum width of four feet on all other streets. The street side of the sidewalk shall not be located closer than five feet to the street face or curb or edge pavement if no curb is present.
2. If because of extenuating circumstances, a sidewalk must be constructed within 5-feet of a street curb, then that sidewalk will be 5-feet wide.

H. Obstacles

1. All obstacles in the path of a sidewalk shall be reviewed to determine if it is feasible to relocate the obstacle. If the obstacle cannot be removed, the sidewalk may be relocated around the obstacle.

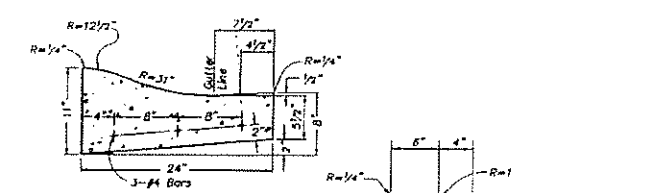
I. Sidewalk Ramps

1. When a sidewalk terminates at a street pavement, a sidewalk ramp shall be constructed to the plans and specifications of the Public Works Department.

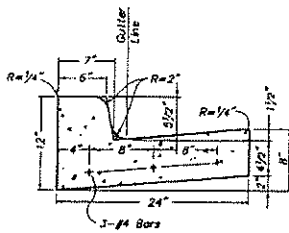
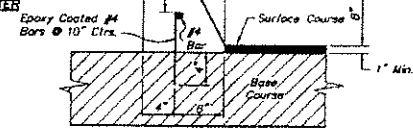
J. Construction, Reconstruction and Repair Costs

1. The City shall be responsible for the cost of construction, reconstruction and repairs of City sidewalks, excepts as provided otherwise by City Municipal Code 3.11 SPECIAL CIRCUMSTANCES 3.11. In the case of extenuating circumstances, the City Council may choose to waive or modify parts of this Policy for that extenuating circumstance. The basis of such waiver or modification may be in the interest of the safety, health and welfare of its citizens. Such waiver or modification may not be interpreted for future application as precedent setting.

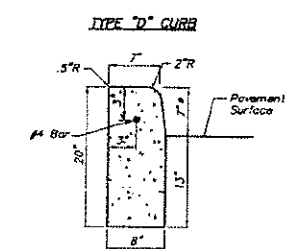
VI. PROCEDURES



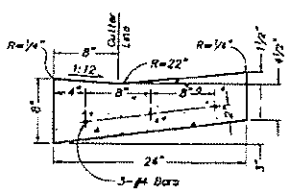
TYPE "A" CURB & GUTTER



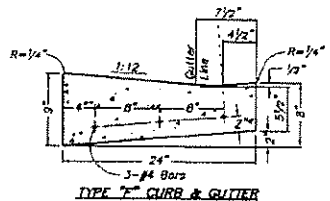
TYPE "B" CURB & GUTTER



TYPE "D" CURB

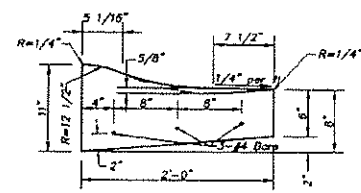


TYPE "C" CURB & GUTTER



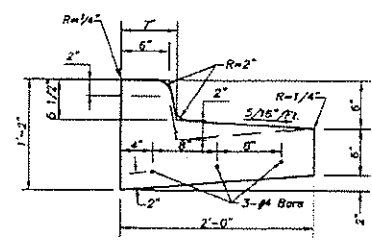
TYPE "E" CURB

* Except where noted otherwise.



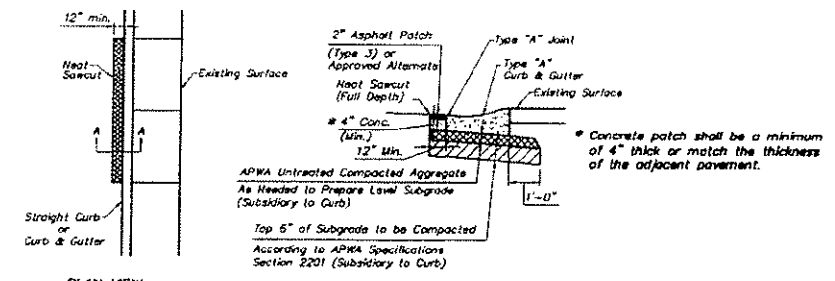
Type "A" - Dry Curb & Gutter

NOTE: in locations, water shall flow from the gutter of Type "A" curb to the lip of Type "A-Dry" curb at 0.5% min. slope.



Type "B" - Dry Curb & Gutter

NOTE: in transitions, water shall flow from the gutter of Type "B" curb to the lip of Type "B-Dry" curb at 0.5% min. slope.



PLAN VIEW

SECTION A-A
(Type "A" Curb & Gutter)

NOTE:

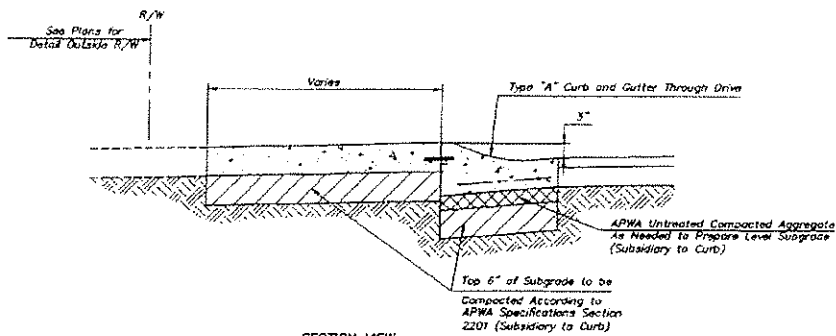
This detail shall not be used for curb replacement adjacent to full depth asphalt patch, concrete pavement or full pavement reconstruction.

CURB REPLACEMENT AT EXISTING ASPHALT

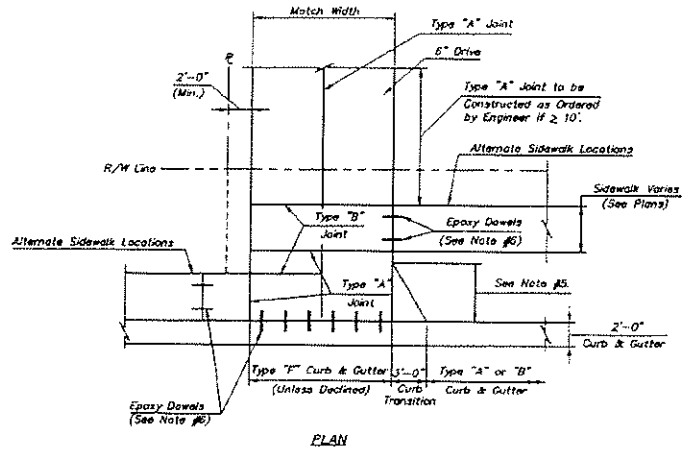
NOTES:

1. 1/2" preformed expansion joints shall be placed at points of curvature, curb returns, curb breaks, and at 250' centers. Three 24" Epoxy Coated Smooth #4 Bars at 8" on center shall be used across these joints and supported on fabricated bar supports. The #4 Bar shall be pregrouted. Contraction joints shall be 2" deep, and placed at 10' intervals equally spaced between expansion joints.
2. Three 24" Epoxy Coated Smooth #4 Bars with 1/2" preformed expansion shall be placed where new curb matches existing curb.
3. Steel reinforcing not required when curb and gutter is placed on a minimum 4" thick asphalt base.
4. All reinforcing steel shall be supported on fabricated steel bar supports at 3'-0" maximum spacing.
5. Type "B" and "C" curb and gutter are related curb and gutter types. Type "C" curb and gutter to be used through sidewalk ramps and commercial driveways (non-declined) on streets with type "B" curb and gutter.
6. Type "A" and "F" curb and gutter are related curb and gutter types. Type "F" curb and gutter to be used through sidewalk ramps and residential driveways (non-declined).
7. All islands shall be constructed with type "B" curb and gutter with a 6" minimum section of type "C" curb and gutter for mower access. See Mower Access Curb Detail.
8. All concrete used in this work shall be KCUMB 4K.

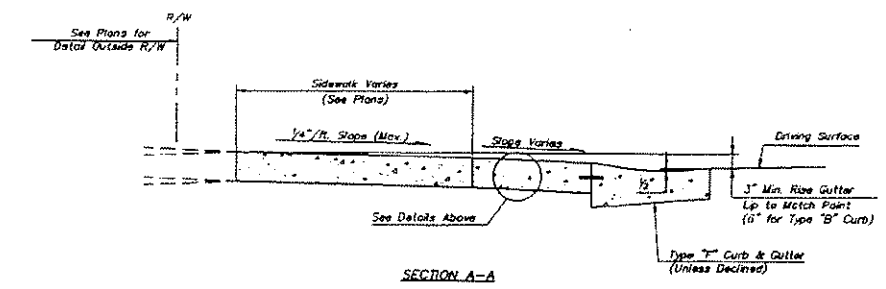
DATE	2" STANDARD (PVP) CURBING	REVISIONS
8/4/03	Revised Note #5	
12/18/03	Revised Type "C" and "F" Curbs	
9/08/08	Revised	
CITY OF PRAIRIE VILLAGE PUBLIC WORKS DEPARTMENT		
CURB DETAILS		
STANDARD DETAIL NUMBER: 103.01		



SECTION VIEW
DECLINED DRIVE



PLAN

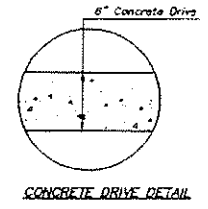


SECTION A-A


RESIDENTIAL DRIVEWAY

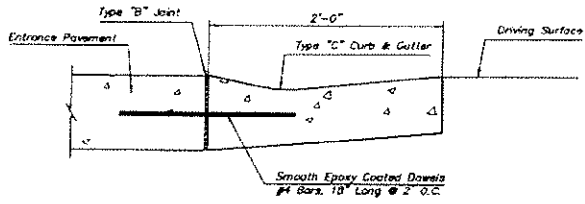
DRIVEWAY NOTES:

1. Driveways are to be 6" KOMB 4K concrete. All sidewalk through drives shall be placed 6" deep and paid as 6" driveway. Driveways and sidewalks, within City right-of-way must be constructed with concrete only. Bricks, stone, colored concrete and asphalt may not be used as a substitute or in addition to concrete.
2. All joints shall be at right angles to the alignment of the curbing and sidewalk unless otherwise noted.
3. The concrete surfaces of curb and gutter, sidewalk and driveways shall be finished with a float and broomed. All flatwork edges shall be finished with a smooth edging tool to give "picture frame" appearance. Sidewalk through a driveway shall be broomed as sidewalk, not driveway.
4. 3 - #4x2' smooth epoxy coated dowels with 1/2" expansion to be placed where new curb matches existing curb.
5. If the offset dimension from the back of curb to sidewalk is less than 5', the width of the wing shall be 3' and the length shall equal the offset dimension. Use type "A" joint as shown. If the offset dimension is greater than or equal to 5', construct driveway with 3x5' wings with Type "A" joint as shown.
6. Dowels shall be Epoxy coated #3 Bars, 6" Long @ 2' O.C. embedded 3" into curb.
7. See Concrete Joint Details Standard Plan Sheet (107.01) for details of Type "A" and Type "B" joints.

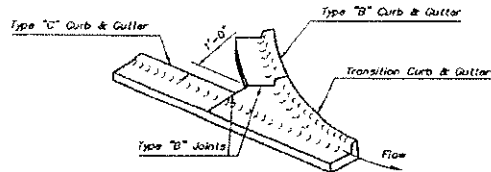


CONCRETE DRIVE DETAIL

DATE	1	STANDARD	VMPY-RES/DWG	REVISIONS
	2/05/05	Revised		
CITY OF PRAIRIE VILLAGE PUBLIC WORKS DEPARTMENT				
 RESIDENTIAL DRIVE DETAIL				
STANDARD DETAIL NUMBER:				104.01



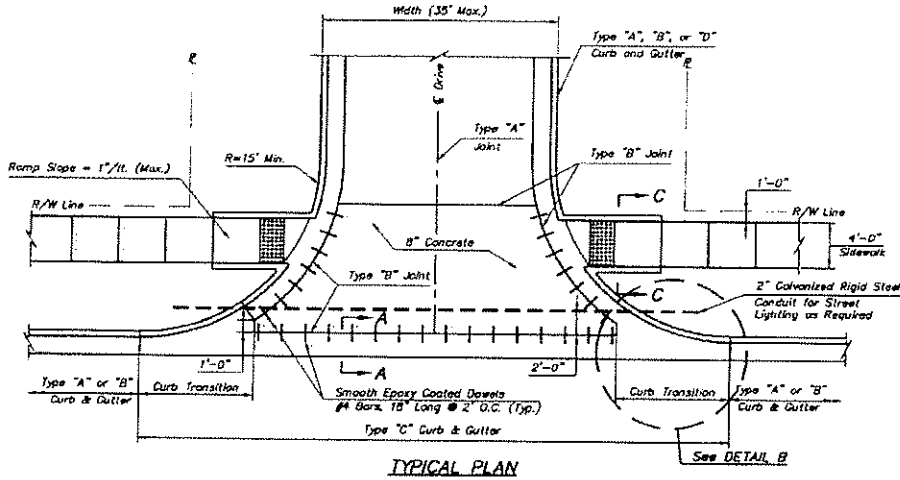
SECTION A-A
Not to Scale



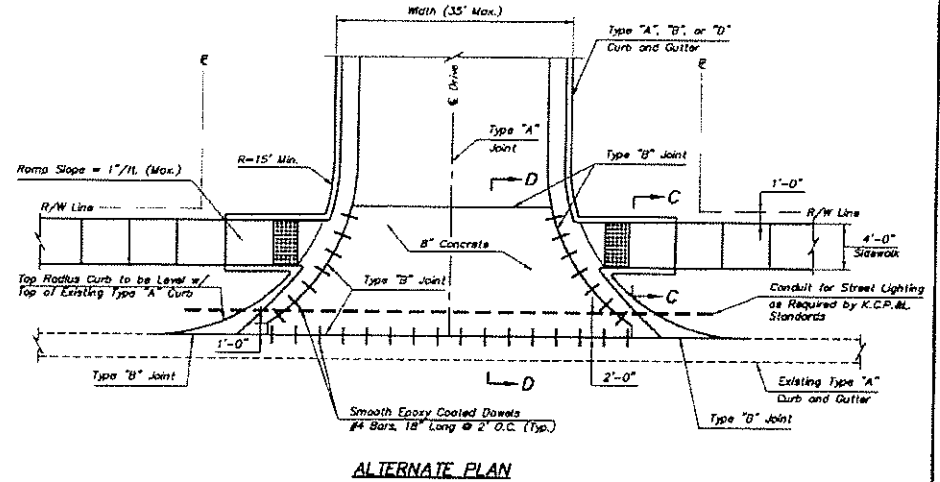
DETAIL B
Not to Scale

NOTES:

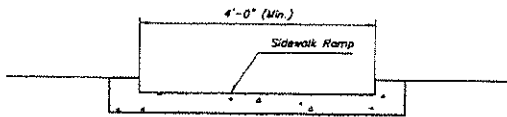
1. New construction must use typical plan. Alternate plan may be used only if existing street curb is Type A. If existing street curb is Type B, curb must be removed between radius points and replaced with transition curb and Type C curb.
2. See Concrete Joint Details Standard Plan Sheet (107.01) for details of Type "A" and Type "B" joints.
3. Driveway shall be no closer than 2' FROM PROPERTY LINE EXTENSION.
4. Where street asphalt is removed to construct curbs, sawcut asphalt to next linear repair with concrete base course and 2" thick asphalt surface.
5. See driveway notes on residential drive detail (104.01).
6. All concrete shall be KCMMS 4K.



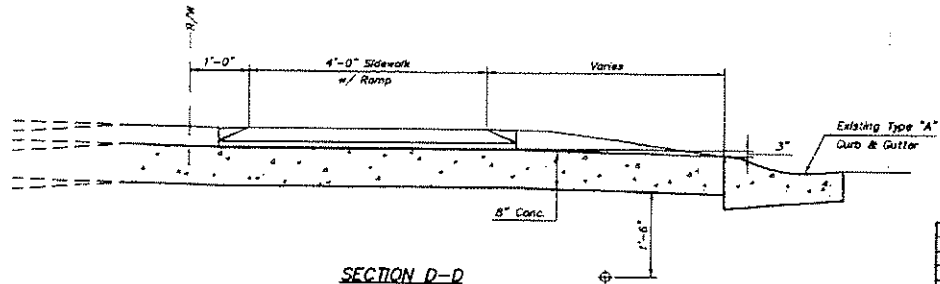
TYPICAL PLAN



ALTERNATE PLAN

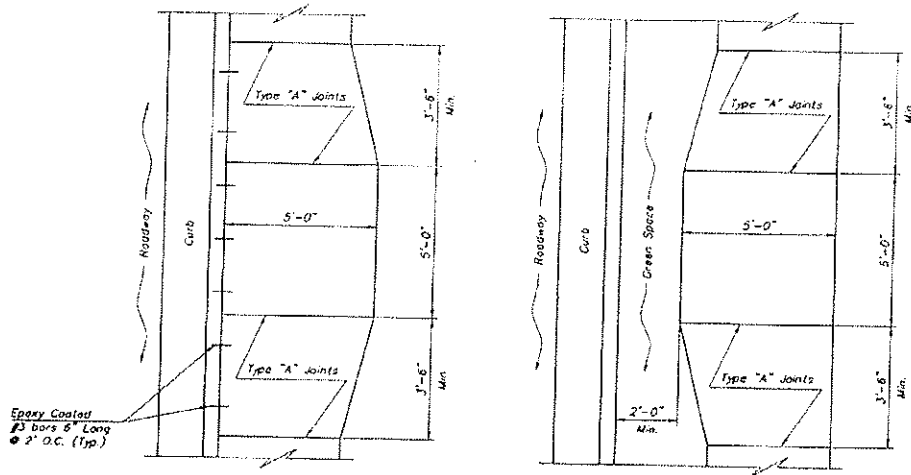


SECTION C-C
Not to Scale

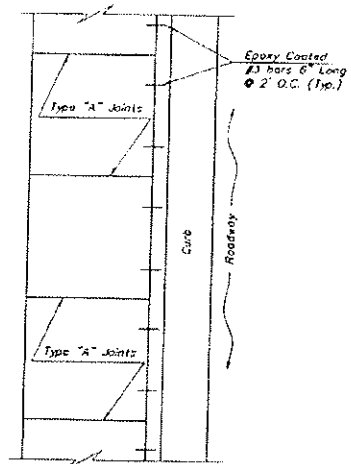


SECTION D-D
Not to Scale

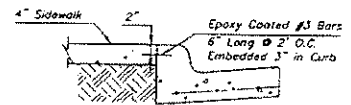
DATE	2	STANDARD	2	TYPE	0	1	REVISIONS
CITY OF PRAIRIE VILLAGE PUBLIC WORKS DEPARTMENT							
COMMERCIAL ENTRANCE DETAIL							
STANDARD DETAIL NUMBER: 105.01							



DETAIL SIDEWALK PASSING SPACE
Spaced every 200 L.F. minimum.



PLAN



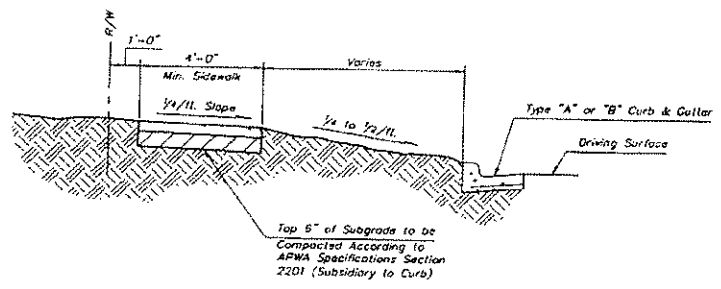
PROFILE

Typical where sidewalk is next to curb.

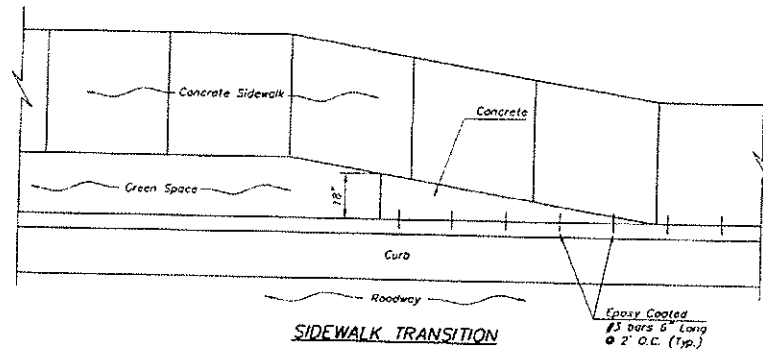
NOTES:

1. Type "A" Joint spacing 4'-0" center to center on width along sidewalk. 5'-0" on 5' wide sidewalks.
2. Type "B" Joints where walk abuts junction of manholes, poles, and other similar structures.
3. Type "B" Joint with 2'-6" smooth epoxy coated #3 bars at 250' centers maximum. Set 1" in from out side edges of sidewalk.
4. See Concrete Joint Details Standard Plan Sheet (107.01) for details of Type "A" and Type "B" joints.
5. All concrete sidewalks shall be 4" in depth and KCMUB 4K. No substitutes such as colored concrete, asphalt, brick or stone may be made for concrete.
6. The concrete surface of sidewalk shall be finished with a float and broomed. All edges shall be finished with a smooth edging tool to give a "picture frame" appearance.

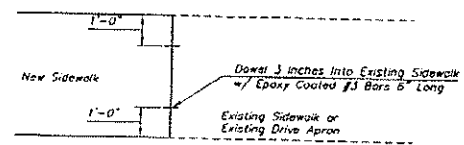
CURB ADJACENT TO SIDEWALK DETAIL




STANDARD SIDEWALK



SIDEWALK TRANSITION



NEW TO EXISTING SIDEWALK DOWEL CONNECTION

DATE	2/15/2024	STANDARD	PP/PLU-SMD DMC	REVISION
CITY OF PRAIRIE VILLAGE PUBLIC WORKS DEPARTMENT				
				SIDEWALK DETAILS
STANDARD DETAIL NUMBER:				106.01

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, March 5, 2007
7:30 p.m.**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PRESENTATION – LAWREN LEGACY
ALEXIS MARTIN**
- V. **PRESENTATION BY SISTER CITY COMMITTEE**
- VI. **PUBLIC PARTICIPATION**
- VII. **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 – February 20, 2007
- 2. Approve Construction Change Order #1 for \$7,229.00 to Holiday Contracting, Inc. with funds from the Capital Infrastructure Program Project 191017.
- 3. Approve the bid award of tree trimming to Shawnee Mission Tree for all Areas 51, 53, 61, 62, 63, and 64 for \$91,168.00 and bid award of tree trimming to VanBooven Tree for Area 52 for \$12,450.00.

By Committee:

- 4. Approve an increase to the Animal Board Fee to \$10 per day for dogs and \$7.50 per day for other animals and delete Council Policy 040 entitled "Animal Board Fees." (Council Committee of the Whole Minutes – February 20, 2007)
- 5. Approve an agreement with Shafer Kline & Warren to provide Construction Administration Services for Project 190862: 75th Street Resurfacing (Nall to Roe Avenue) in the amount of \$80,000. (Council Committee of the Whole Minutes – February 20, 2007)
- 6. Approve an agreement with Shafer Kline & Warren to provide Construction Administration Services for Project 190860: 2007 Street Resurfacing Program in the amount of \$180,000. (Council Committee of the Whole Minutes – February 20, 2007)
- 7. Approve entering into an agreement with ADP, Inc. for payroll and human resources information systems services with funds provided from the 2007 Operating Budget and a transfer of \$9,616.56 from the 2007 General Fund Contingency subject to the approval of the City Attorney. (Council Committee of the Whole Minutes – February 20, 2007)
- 8. Approve a new Personnel Policy #PP1160 entitled "Conceal and carry of weapons" (Council Committee of the Whole Minutes – February 20, 2007)
- 9. Approve the adoption of an ordinance updating to the 2006 International Building Code, updating to the 2005 National Electrical Code, updating to the 2006 International Plumbing Code, updating to the 2006 International Mechanical Code, updating to the 2006 International Residential Code, updating to the 2006 International Fuel Gas Code and updating to the 2006 International Fire Code. (Council Committee of the Whole Minutes – February 20, 2007)

VIII. COMMITTEE REPORTS

COU2006-26 Consider Projects 190860: Street Resurfacing and 190862 (CARS) 75th Street Resurfacing – David Belz

COU2007-22 Consider Project 190718 2007 Storm Drainage Repair Construction – David Belz

COU2007-22 Consider Project 190718 2007 Storm Drainage Administration – David Belz

COU2004-16 Consider Project 190708 SMAC agreement for Tomahawk / Nall-Roe – David Belz

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

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

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

March 5, 2007

**COUNCIL
CITY OF PRAIRIE VILLAGE
February 20, 2007
-Minutes-**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, February 20, 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 and Diana Ewy Sharp.

Also present were: Barbara Vernon, City Administrator; Catherine Logan, Representing the City Attorney; Capt. John Walter, Acting Chief of Police; Bob Pryzby, Public Works Director; Doug Luther, Assistant City Administrator; and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led all present in the Pledge of Allegiance.

PRESENTATION OF PUBLIC SAFETY EMPLOYEE RECOGNITION AWARDS

Mayor Shaffer called upon Captain John Walter to make the presentation of a public safety employee recognition award for excellence to Det. Ivan Washington. Detective Washington is currently serving as the School Resource Officer for Indian Hills and Mission Valley Middle Schools. Capt. Walter stated Det. Washington has taken the School Resource Officer Program to the next level. With the cooperation of the school district, he has created a web-site for use by both students and parents to get information and make anonymous complaints/questions on any topic. The number of complaints received has risen from a couple every semester to several each week.

Det. Washington has also organized an annual skateboard contest at the Prairie Village Skatepark between the two schools. This year's contest will be held on Friday, April 20th from 3 to 8 p.m. He has developed an excellent rapport with both the students and staff as demonstrated by the number of individuals present.

Det. Washington acknowledged the support of the school administration and the City allowing him to better communicate with and serve the students of Indian Hills and Mission Valley. Diana Ewy Sharp expressed her appreciation, as a mother and Councilmember, to Det. Washington for his efforts with the middle school students.

PUBLIC PARTICIPATION

Carole Plessner, 7938 Canterbury, read a letter directed to the City Council expressing complaints on the handling of the requested sidewalk on Canterbury. She noted the additional costs the City was incurring with the placement of the sidewalk on the west side of Canterbury rather than the east side, after these issues, and safety concerns were pointed out to the Council by the neighborhood residents. Mrs. Plessner has reviewed the plans for construction and noted the City will have the added expense of constructing a retaining wall on one of the properties. She expressed frustration at the Council's failure to listen to the residents and take into consideration the safety issues and additional costs incurred due to the location of the sidewalk on the west side of the street. Mrs. Plessner specifically addressed Council representative Laura Wassmer stating she had not yet apologized to the Plessners for comments made against them at an earlier meeting.

Robb Johnson, the new President and CEO of the Northeast Johnson County Chamber of Commerce introduced himself to the Council. He stated as president he would be attending City Council meetings of all the cities represented by the Chamber on a quarterly basis. He encouraged Councilmembers to talk to him at any time with concerns and questions. Pat Daniels stated his support of the Northeast Johnson County Chamber of Commerce.

CONSENT AGENDA

Al Herrera moved the approval of the Consent Agenda for Tuesday, February 20, 2007 :

1. Approve Regular Council Meeting Minutes - February 5, 2007
2. Approve Claims Ordinance 2635
3. Ratify the Mayor's appointment of Carole Mosher to the Prairie Village Sister City Committee to complete the unexpired term of Alyce Grover ending in April, 2009
4. Adopt the 2007 Legislative Program
5. Approve the purchase of two 2007 Harley-Davidson motorcycles (including trade-in) from Gail's Harley-Davidson for \$5,990
6. Approve the Intelocal Agreement with the City of Leawood for Project SP105: Mission Road - 83rd Street to 95th Street microsurfacing

7. Approve the agreement with Shafer, Kline & Warren in the amount of \$187,000 for Construction Administration Services on Project 190708: Tomahawk Storm Drainage (Nall Avenue to Roe)
8. Approve the construction contract with Linaweaver Construction for Project 190708: Tomahawk Storm Drainage (Nall Avenue to Roe) in the amount of \$2,178,915.35
9. Approve the construction contract with Musselman & Hall Contractors, Inc. for Project SP107: 2007 Street Repair Program in the amount of \$78,890 with funding from the Public Works Operating budget
10. Adopt Resolution 2007-01 designating the west lane on Somerset Drive approaching 83rd Street as a "Right Turn Only" lane and approve the installation of "Right Turn Only" signage

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

COMMITTEE REPORTS

Supplemental Retirement Plan Advisory Committee

Charles Clark reported the City provides a retirement plan for full-time employees of the City, other than commissioned police officers. Each year the City contributes 5% of the base salary of each employee to the Plan with a maximum contribution of \$2,500 per person. The assets are invested in a balanced portfolio of stocks and bonds in a managed asset allocation program of the Marshall and Insley Trust Company. A 10.62 percent return was received on invested funds in 2005.

The Committee recently reviewed the Plan document resulting in two substantive changes. The first, is the offering of payment of benefits in monthly installments and the second is the allocation of gain and loss on a daily basis. Four non sub-substantive changes were made to Plan language to provide clarity and meet regulatory compliance language required by the IRS since the last Plan Amendment.

Charles Clark moved the City Council approve the restatement of the City of Prairie Village Supplemental Pension Benefit Plan effective January 1, 2006. The motion was seconded by Bill Griffith and passed unanimously.

Park and Recreation Committee

Consider 2nd Annual Skateboard Contest

Diana Ewy Sharp reported that although the Park & Recreation Committee was unable to meet last week, on the committee's behalf she would move the City Council approve the

reservation of the Prairie Village Skatepark for the 2nd Annual Skateboard Contest on Friday, April 20th from 3 p.m. to 8 p.m. and the related sponsors and vendors participating in the event. The motion was seconded by Laura Wassmer and passed unanimously.

Environment/Recycle Committee
Consider Brush Creek Signage

Wayne Vennard reported the committee is in the final stages of completing the ecology sign approved by the City Council for placement at Brush Creek. The Committee is very excited about the sign and looking forward to its installation. Mr. Vennard stated he would report back in March on the progress of the sign.

Council Committee of the Whole
Consider status of the property at 7618 Mohawk Drive

Al Herrera reported that Mr. Stanley Siggs, owner of the property at 7618 Mohawk Drive, was present at the earlier Council Committee meeting and requested an extension of time to remove personal belongings and make the necessary repairs on his home. On behalf of the Council Committee of the Whole, Al Herrera moved the City Council direct Mr. Siggs to return at the next Council meeting with an estimate of the costs for the repair of his home, his agreement with a contractor to make the necessary repairs and documentation of his financial ability to pay for the needed repairs. The motion was seconded by Wayne Vennard and passed unanimously.

Sister City Committee

Michael Kelly announced that next Monday, February 26th, the Sister City Commission is hosting a Dessert Reception for Shawnee Mission East International Students in the Council Chambers from 7 to 8:30 p.m. . He encouraged Council members to attend the event.

Villagefest Committee

Diana Ewy Sharp announced the committee has begun meeting for the 2007 celebration under the leadership of a new committee Chairman, Bob Pisciotta. Mrs. Sharp advised the Council that through the help of the police department, the 2007 celebration will include a jumping exhibition by the Navy Seals.

OLD BUSINESS

Canterbury Sidewalks

Bob Pryzby reported the contractor will begin prep work next week for the Canterbury sidewalks. KCP&L has removed the lights that were located within the proposed sidewalk and will relocate them upon the completion of the sidewalk.

Pat Daniels asked if there would be any significant problems caused by delaying this project a few weeks. Mr. Pryzby stated he sees no reason to delay the project. The residents have been given sufficient notice and have taken the steps needed for construction to begin.

City Entrance Signs

The contractor for the new City entrance signs will begin setting the footings for the signs next week, weather permitting. He will do four to five signs at a time. All the signs should be in place within the next 30 to 45 days.

Bid Opening

The City opened bids on Friday for the 2007 Drainage Program with the low bid coming in \$278,168 below the engineer's estimate. Mr. Pryzby noted there will be sufficient funds to complete the construction and administration of the project within the budget. The low bidder, Radmacher Brothers Excavating, has done good work for the City in the past. Also opened were the 2007 CARS & Street Paving Program with the low bid coming in more than \$1.1 million below the engineer's estimate. He will bring these bids to the Council for approval at the next meeting.

Electronic Packets

Pat Daniels asked if the use of computers and electronic packets was saving money for the City. The City Clerk responded there has been a documented reduction in paper use and copy costs as well as the assembly and distribution of packets electronically takes significantly less staff time. Mr. Pryzby added he has saved an additional file drawer by not having to keep paper packets. Mr. Luther stated the website indicates more individuals than Council members are viewing the packet information on-line.

NEW BUSINESS

Al Herrera commended Mr. Pryzby on the professional manner in which he has handled the problems related to the Canterbury sidewalk and its residents. Mayor Shaffer also asked Mr. Pryzby to extend to the PW Staff his and the Council's acknowledgment and thanks for the great job they have done responding to recent snow events. He has heard several positive comments from residents and non-residents alike.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Board of Code Appeals	02/21/2007	6:00 p.m.
Prairie Village Arts Council	02/21/2007	7:00 p.m.
VillageFest Committee	02/22/2007	7:00 p.m.
Environmental Recycle Committee	02/28/2007	7:00 p.m.
Council Committee of the Whole	03/05/2007	6:00 p.m.
Council	03/05/2007	7:30 p.m.

The Prairie Village Arts Council is pleased to feature a watercolor on cloth exhibit by Rebecca Darrah in the R.G. Endres Gallery during the month of February.

The annual large item pick-up has been scheduled with Deffenbaugh for April 28th.

Donations to the Holiday Tree Fund are still being accepted. As of February 9th the Holiday Tree Fund has received \$8,641.12. The funds will be used to assist Prairie Village families and Senior Citizens needing help to pay their heating and electric bills during the cold winter months, as well as with home maintenance throughout the year. Your tax-deductible contributions are appreciated.

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

Mayor Shaffer encouraged members of the City Council to attend the State of the County luncheon to be held at the Ritz Charles on Tuesday, March 27th.

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 8:15 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 \$7,229.00.

Financial Impact:

Funds are available in the Capital Infrastructure Program Project 191017.

Suggested Motion:

Move to approve Construction Change Order #1 for \$7,229.00 to Holiday Contracting, Inc. with funds from the Capital Infrastructure Program Project 191017.

Explanation of Changes

Project191019; Canterbury Sidewalk Improvements. 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 \$7229.00.

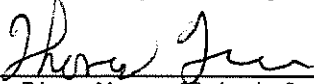
Calendar days were **not** added as result of this change order.

Original Contract Price	\$90,440.00
Current Contract Price, as adjusted by previous Change Orders	\$90,440.00
NET increase or decrease this Change Order	\$7,229.00
New Contract Price	\$97,669.00

Change to Contract Time

The current contract deadline of June 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

2/20/07
Date

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

Date


Kenneth Provence

2 - 20 - 07
Date

CONSIDER 2007 TREE TRIMMING CONTRACT

Background:

On February 23, 2007, at 3:00PM the City Clerk opened bids for the 2007 Tree Trimming Program. The City received three bids:

<u>Area</u>	<u>Asplundh Tree</u>	<u>Shawnee Mission</u>	<u>VanBooven Tree</u>
51	12479.94	11,682.00	16,335.00
52	15,522.66	13,948.00	12,450.00
53	7,038.46	6,634.00	7,200.00
61	16,658.00	11,792.00	18,425.00
62	46,063.60	30,210.00	60,715.00
63	22,639.36	14,628.00	29,915.00
64	21,378.67	16,222.00	24,855.00

Shawnee Mission Tree was low bidder on all areas except Area 52, where VanBooven Tree was low bidder. The work is to trim an estimated 2,297 trees in the City right-of-way at approximately \$45.00 per tree.

Financial Impact:

The Public Works Operating has sufficient budget to trim trees in all the areas as bid.

Suggested Motion:

Move to approve the bid award of tree trimming to Shawnee Mission Tree for all Areas 51, 53, 61, 62, 63 and 64 for \$91,168.00 and bid award of tree trimming to VanBooven Tree for Area 52 for \$12,450.00.

COUNCIL COMMITTEE OF THE WHOLE
February 20, 2007

The Council Committee of the Whole met on Tuesday, February 20, 2007 at 6:00 p.m. The meeting was called to order by Acting Council President Al Herrera with the following members present: Mayor Shaffer, Bill Griffith, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Pat Daniels, Charles Clark, Wayne Vennard and Diana Ewy Sharp. Staff members present: Barbara Vernon, City Administrator; Katie Logan, representing the City Attorney; Capt. John Walter, Acting Chief of Police; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

Bill Griffith moved the approval of the Consent Agenda for Tuesday, February 20, 2007:

- Approve an increase to the Animal Board Fee to \$10 per day for dogs and \$7.50 per day for other animals and delete Council Policy 040 entitled "Animal Board Fees"
- Approve an agreement with Shafer Kline & Warren to provide Construction Administration Services for Project 190862: 75th Street Resurfacing (Nall to Roe Avenue) in the amount of \$80,000.
- Approve an agreement with Shafer Kline & Warren to provide Construction Administration Services for Project 190860: 2007 Street Resurfacing Program in the amount of \$180,000.

COUNCIL ACTION NEEDED
CONSENT AGENDA

The motion was voted on and passed unanimously.

COU2006-57 Consider Special Use Permit for Communications Antenna at 7700 Mission Road

Barbara Vernon reported the City Attorney has not been able to meet with the attorney for Cingular Wireless to discuss the Council's concerns with the existing agreement and asked that this item be tabled until the next meeting.

Bill Griffith moved to table COU2006-57 to the March 5, 2007 Council Committee of the Whole Meeting. The motion was seconded by Ruth Hopkins and passed unanimously.

TABLED to 3/5/2007

COU2007-15 Consider Payroll/HRIS System

Doug Luther reported the City's payroll/HRIS provider, Checkdate Solutions, has been acquired by Paycor and the City was notified it would be required to convert to the Paycor system in 2007. With this imminent change, staff decided this would be a good opportunity to explore solutions provided by other companies and requested proposals for Payroll/HRIS System Services. Requests for proposal were submitted in December to the following companies as well as published in the newspaper: Automated Data Processing (ADP), Ceridian Corporation, Checkdate Solutions, Kronos and Paychex.

Responses were received from ADP, Kronos and Paychex. Checkdate/Paycor, the current provider, did not respond to the RFP. The solution proposed by Kronos was not considered due to its cost of \$91,000+. Staff interviewed the remaining two candidates and viewed demonstrations of their products.

After examining both the Paychex and ADP systems, staff determined that the solution proposed by ADP would best meet the City's needs. The ADP system will be an improvement over the current system in the following ways:

- Improved reporting options, including EEO reporting and benefits summaries
- Improved security
 - The web-based ADP systems are hosted by ADP on its computer network, which is backed up at multiple locations and meets strict security standards.
- Historical recordkeeping
 - The current system only provides most recent information, whereas the ADP solution retains historical information such as pay rates, job titles, benefit costs, etc.
- Web-based, hosted solution
 - The ADP solution is web-based. City staff will not be required to store payroll information on the City's computer network or perform software updates to the ADP system.

Mr. Luther noted the Paychex solution costs less than the ADP solution, however, the Paychex system is PC based which would require server space and staff time to maintain. The Paychex solution also includes software that the City utilized five years ago, which accounting staff found difficult to use and unable to provide the necessary tools for Staff to operate efficiently.

The Paychex solution did not offer some of the reporting functions provided by ADP and appeared to be behind ADP in providing software upgrades and capabilities.

Mr. Luther noted the ADP solution also included a Time and Attendance Management solution that is integrated with payroll and downloaded into the payroll system without manual entry. The cost of this solution is \$7,836.13.

The 2007 budget contains \$8,900 for payroll/HRIS services currently provided by Checkdate Solutions. The complete solution proposed by ADP (Payroll, HRIS and Time & Attendance) would cost \$1,904.40 per month or \$22,852.80 annually. The implementation of all three modules would be preferred; however the most immediate need is to replace the current payroll and HRIS system. Staff is proposing to implement the payroll and HRIS features of the ADP system immediately and plans to ask the City Council to consider expanding the system to include Time & Attendance Management in the 2008 budget. The Payroll/HRIS solution proposed by ADP will cost \$1,251.38 per month or \$15,016.56 annually. The additional funding is being requested from the general fund contingency.

Bill Griffith confirmed an “apples to apples” comparison would compare only the cost of the payroll system provided by ADP of \$7861. Mr. Griffith stated he is not that concerned with spending \$10,000 for 1 year to put the system in place, but this action would require a continuing expenditure going out indefinitely.

Andrew Wang confirmed the new system would not only provide reports but would provide data in a more multifaceted form for future use. Mr. Luther stated the City would own the data and maintain historical employee data. The conversion of data from the old to the new system can be done by all of the firms presenting proposals.

Wayne Vennard asked if the HRIS component would save the City money. Mr. Luther responded it will save more time than money with the elimination of duplicate data entry of information. Mr. Vennard asked how much time would be saved. Mr. Luther responded that currently a couple of hours are spent on the insurance reconciliation and with the new system this could be done in 30 minutes.

Diana Ewy Sharp made the following motion, which was seconded by Wayne Vennard and passed by a vote of 10 to 1 with Bill Griffith voting “nay”:

**RECOMMEND THE CITY COUNCIL APPROVE ENTERING INTO AN AGREEMENT WITH ADP, INC FOR PAYROLL AND HUMAN RESOURCES INFORMATION SYSTEMS SERVICES WITH FUNDS PROVIDED FROM THE 2007 OPERATING BUDGET AND A TRANSFER OF \$9,616.56 FROM THE 2007 GENERAL FUND CONTINGENCY SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2007-16 Consider Concealed Weapons Policy

The Kansas State Statute 75-7b17 - Conceal and Carry of Firearms took effect on January 1, 2007, giving individuals the ability to carry concealed firearms. The City adopted this as part of the Uniform Public Offense Code. However, City staff has drafted a personnel policy which would prohibit any employee from carrying a

weapon while working for the City unless required by their job; whether or not the employee has a permit to carry a concealed firearm. Employees must also have the approval of their manager to carry a weapon.

Doug Luther advised the Council there is current legislation being considered which would restrict the City's ability to place restrictions on employees; therefore, Mr. Luther recommended action on this policy be tabled until the issue is resolved in the legislature.

Ruth Hopkins stated she felt the City should move forward and made the following motion, which was seconded by Pat Daniels:

**RECOMMEND THE CITY COUNCIL APPROVE A NEW PERSONNEL
POLICY # PP1160 ENTITLED "CONCEAL AND CARRY OF WEAPONS"
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Mayor Shaffer asked what would be the impact if this was approved and the legislation restricting the city's ability was adopted. Mr. Luther stated the policy would be in violation of state law.

Mayor Shaffer noted several private businesses have signs prohibiting concealed weapons on their premises. Mr. Luther responded the law allows private employers to place restrictions. The amendments being proposed would restrict governmental entities from placing any further restrictions on the regulations.

Diana Ewy Sharp asked what other municipalities were doing and if it was likely to be challenged. Mr. Luther stated it is still being tested.

Bill Griffith confirmed the current ordinance is in direct conflict with the law.

Captain Walter stated the bill being considered states current laws are null and void. Several cities have passed additional restrictions regarding the carrying of concealed weapons by employees or on municipal property. He does not feel the issue will be resolved for two to three weeks.

Pat Daniels expressed support for the proposed personnel policy.

Doug Luther explained one side says when this law was passed it allowed Kansans the ability to carry concealed weapons and there should be as few restrictions to it as possible. The law does allow private employers to prohibit their employees from carrying concealed weapons; however, some legislators feel this is too restrictive. Ruth Hopkins stated the original presenters of the law feel cities are diluting the rights given in this legislation.

Al Herrera asked if the current exempt locations would change under the proposed revisions. Mr. Luther responded he felt the bill was focusing on municipal employees.

Andrew Wang stated he sees the proposed personnel policy as simply a good personnel management tool.

The motion to approve the proposed Personnel Policy PP1160 entitled "Conceal and Carry of Weapons" was passed unanimously.

COU2007-20 Consider Building Code Adoption

Doug Luther reported Building Codes are updated by professional boards every three years to address newer technology and building materials to assure the minimum life safety and construction practices. The City's Board of Code Appeals has met over the past month with Jim Brown, the City's Building Official, to review the proposed revisions in the code and their implications for the City of Prairie Village. The Board has recommended the City adopt the 2006 International Building Code, the 2005 National Electric Code, 2006 International Plumbing Code, 2006 International Mechanical Code, 2006 International Residential Code, 2006 International Fuel Gas Code, and the 2006 International Fire Code.

The significant changes are as follows:

- A. Section 104 Duties and Powers of the Building Official giving the Building Official the powers of a law enforcement officer in order to issue complaints with the Municipal Court, when and if necessary.
- B. Section 108 - Fees and Refunds - remains as currently enforced.
- C. Section 503 - General Height and Area Limitations - 2-6 IBC will be amended to allow the city to continue to use the ordinance amending Chapter 4 of the Code establishing both lot coverage and height/area exceptions.
- D. Chapter 11 - "Accessibility" - 2006 IBC is deleted in its entirety and replaced with "Americans with Disabilities Act Accessibility Guidelines".
- E. Section 307 - "Open Burning" 2006IFC is deleted and replaced with Sections 8-717:722 of the PVMC which addresses open burning.
- F. Sections 208.3.1 "Open-flame Cooking Devices" and 308.3.1.1 "Liquefied Petroleum-Gas-fueled Cooking Devices" 2006 IFC are amended to allow use only at the ground floor, at least ten (10) feet away from any structure.
- G. Section R310.1 - "Emergency escape and rescue required" This section has been revised and will now require at least one emergency escape and rescue opening in all basements of newer or remodeled construction. The only exception is basements used to house mechanical equipment and not exceeding total floor area of 200 square feet.

- H. Section 806.1 "Natural Cut Trees" 2006 IFC is amended to prohibit naturally cut (Christmas) trees in commercial structures and schools whether protected by an automatic sprinkler system or not.
- I. Section R905.2.7.1 "Ice barrier" requires an "ice barrier" on all roofing or re-roofing projects.

Jim Brown reviewed the change on the "Emergency escape and rescue required" noting under the new regulations there are no exceptions. Previous additions required the emergency escape in "habitable space".

Diana Ewy Sharp asked if individuals were not getting permits after learning of the requirements. Mr. Brown stated he has not found this to be the case. He noted the building regulations are universal and found in all 50 states. Most people are more and more willing to do the escape especially when they see the additional lighting it provides for the area. He noted the new escape areas are pre-fabricated and easy to work with.

Mayor Shaffer asked if rebuild plans are incorporating the escape area. Mr. Brown replied it has become common practice for these codes to be included in re-build plans.

Diana Ewy Sharp asked if individuals were doing work without securing permits and inspections and if the City tracked such activity. Doug Luther responded there is no tracking when permits are not secured. The City Clerk noted code enforcement officer and building inspector will on occasion come across construction being done without a permit and will stop the work.

Doug Luther stressed the regulations for emergency escape are driven by fire safety concerns and accepted by most.

Bill Griffith made the following motion, which was seconded by Ruth Hopkins and passed unanimously:

**RECOMMEND THE CITY COUNCIL ADOPT AN ORDINANCE
UPDATING TO THE 2006 INTERNATIONAL BUILDING CODE,
UPDATING TO THE 2005 NATIONAL ELECTRICAL CODE,
UPDATING TO THE 2006 INTERNATIONAL PLUMBING CODE,
UPDATING TO THE 2006 INTERNATIONAL MECHANICAL CODE,
UPDATING TO THE 2006 INTERNATIONAL RESIDENTIAL CODE,
UPDATING TO THE 2006 INTERNATIONAL FUEL GAS CODE AND
UPDATING TO THE 2006 INTERNATIONAL FIRE CODE.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2007-21 Update on status of Property at 7618 Mohawk Drive

Catherine Logan, serving as the City's Public Officer, provided an update on the actions that have occurred on the structure at 7618 Mohawk, declared by the City Council to be unsafe on October 10, 2006.

An order from the District Court of Johnson County was issued on January 4, 2007, that the defendant (Stanley W. Siggs) is to commence repair or removal of the unsafe structure within ten (10) days, and to diligently continue such repair or removal thereafter.

It was further ordered by the Court that, in absence of Defendant's compliance with the mandatory injunction to commence repair or remove the unsafe structure within said ten (10) day period, Defendant shall remove all personal property from the unsafe structure within thirty (30) days after the expiration of said ten (10) day period, and that all personal property not removed within said thirty (30) day period shall be considered abandoned by Defendant.

It was further ordered by the Court that in absence of the Defendant's compliance with the mandatory injunction to repair or remove the unsafe structure, upon expiration of said thirty (30) day period, the City may enter upon the Property by its employees, agents or contractors, to raze and remove the unsafe structure and dispose of any abandoned personal property remaining in the structure.

Ms Logan stated no action has been taken to either repair the structure or to remove the contents of the structure. It is her recommendation that the City proceed to get bids by a contractor to raze the structure as so authorized.

Al Herrera, noting Mr. Sigg's presence, called upon him to address the Council. Mr. Siggs explained the fire, which caused the damage to the house, started in an overstuffed chair which was subsequently thrown from the building minimizing the impact of damage to primarily smoke and water damage. He stated now the weather is improving he is able to work on removing items from the structure and noting he had done so earlier in the day. He said he would need to get a contractor to make the actual repairs to his home, which he built in 1950. Mr. Siggs requested the City Council give him more time to remove items and make the needed repairs.

Laura Wassmer asked if Mr. Siggs was working with a contractor. Rick Schadawsky, with Crosspoint Ministries, responded on behalf of Mr. Siggs, stating he had worked with Mr. Siggs previously to replace a fence and is currently helping him three to four days a week to go through items in the house, removing those items of no value and identifying those of value. There is currently a large dumpster in front of the house that is being used for this process. Mr. Schadawsky stated in the past Mr. Siggs had had a former neighbor handle necessary repairs to his property. Due to the volume and value of materials in the house, Mr. Schadawsky anticipates it will take until April 1st for

the repairs to be completed. He noted several of the documents found were old bonds that should be kept in a safety deposit box.

Bill Griffith reviewed the city's past actions on this property over the past several months and the lack of any response or cooperation from Mr. Siggs. At this stage, the City has the authority to raze the structure. Mr. Schadawsky said he has spoken with Mr. Brown and Ms Gradinger and understands the process. He feels a contractor should be able to begin work mid-March. He stated it has been their intent to repair the structure, but noted things take time. He noted other people will be coming in to assist with the clean-up of the interior of the structure.

Diana Ewy Sharp noted the concerns expressed by the neighbors and asked if it would be possible for the City to get assurances from Mr. Siggs that the repairs will be made by a professional contractor. Ms. Logan stated that would be reasonable.

Andrew Wang confirmed that if the City does not move forward to raze the structure that it does not lose its ability to do so.

Mr. Wang noted that if Mr. Siggs' house was in an isolated area, he would not have any concern with the length of time taken to repair the structure; however, it is not, and the neighbors have had to deal with this unsightly structure for several months. He feels a schedule should be established for the repair and that work should proceed on an accelerated pace. He recognizes the limitations of Mr. Schadawsky and Mr. Siggs.

Wayne Vennard asked if the structure could be repaired instead of rebuilt. He confirmed there was no insurance on the structure and asked how the repairs would be financed. Mr. Schadawsky stated Mr. Siggs has more than \$300,000 in bonds that have been removed from the structure and more remain. Ms. Logan asked Mr. Brown if the structure could be repaired. Mr. Brown stated the structure is repairable. Ms Logan asked how long it typically takes to repair a structure after a fire. Mr. Brown responded it is usually one to two months before permits are issued. Once plans have been submitted, they are reviewed within seven to ten days.

Bill Griffith stated all along it has been the goal of the City to have someone appear and show an interest in resolving the problem. He feels Mr. Siggs' and Mr. Schadawsky's presence reflect the interest and intent to take the necessary action. He urged the City to be proactive in assisting with this process. Mr. Kelly agreed with Mr. Griffith and felt the community could get involved to assist Mr. Siggs and that an extension should be granted. He would like to see plans and evidence of the needed funds.

Wayne Vennard recommended the following three actions be required: 1) An estimate of the cost of repair is acquired from a reputable contractor; 2) Evidence of funding be given and 3) A period of time be set for the work to commence.

Al Herrera suggested an update be given at the April meeting and supports the granting of an extension as long as Mr. Siggs continues to cooperate with the City.

Andrew Wang stated he does not support the City razing someone's home, nor does he want City staff to begin providing social services. He feels some targets need to be set as to what will happen by when, such as the securing of an estimate, demonstrating available financing, etc. He does not feel this can happen too soon. He asked if the neighbors have been complaining.

Charles Clark agreed clear directions and dates need to be set for specific action to take place and made the following motion, which was seconded by Michael Kelly and passed unanimously:

RECOMMEND THE CITY COUNCIL DIRECT MR. SIGGS TO RETURN AT THE NEXT MEETING OF THE CITY COUNCIL WITH THE FOLLOWING: 1) AN ESTIMATE FROM A REPUTABLE CONTRACTOR FOR THE NEEDED REPAIRS; HIS SIGNED AGREEMENT FOR THOSE REPAIRS TO BE MADE BY THE CONTRACTOR AND DOCUMENTATION OF HIS FINANCIAL ABILITY TO PAY FOR THE NEEDED REPAIRS.

**COUNCIL ACTION TAKEN
02/20/2007**

Ms. Logan stated the action is a very reasonable approach. She noted the neighbors were present at the court hearings, but she has not talked with them recently.

Laura Wassmer expressed concern that this information be clearly given to Mr. Siggs. Wayne Vennard stated the Council should provide written notification of its action sent by certified return receipt delivery.

Ms. Logan advised Mr. Schadawsky the information requested should be given to her.

Adjournment

Acting Council President Al Herrera stated the remaining agenda item would be carried over to the next meeting of the committee and adjourned the meeting at 7:20 p.m.

Al Herrera
Acting Council President

MAJOR ACCOUNTS AGREEMENT

This Major Accounts Agreement ("Agreement") dated _____ is by and between _____ with offices at _____ ("Client") and ADP, Inc. with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 ("ADP") for the procurement of payroll, tax filing, benefits administration and other data processing services, including related web hosting services (the "Services"), equipment, computer programs, software (other than pre-packaged third-party software), and documentation ("ADP Products") from ADP in accordance with this Agreement. All references herein to "Client" shall refer to Client and its affiliates that are receiving the Services and ADP Products pursuant hereto.

I. GENERAL TERMS

- A. Performance Standard. ADP will perform the Services in a professional manner, using personnel having a level of skill in the area commensurate with the requirements of the Services to be performed. If ADP employees are located on Client's property, ADP will advise such employees to observe the reasonable security and safety policies of Client as such are communicated to ADP sufficiently in advance from time to time.
- B. Payment Services.
- i. Funds. If Client is receiving any of the Services that require ADP, as part of such Services, to impound funds from Client's bank account to pay Client's third party payment obligations (e.g., Tax Filing Services, WGPS, TotalPay Card, FSDD Services and/or ADPCheck Services) ("Payment Services"), Client shall have sufficient, collected funds in Client's account within the deadline established by ADP to satisfy such third-party payment obligations in their entirety. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP. ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.
 - ii. NACHA. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services.
 - iii. Termination. Payment Services may be immediately terminated by ADP without prior notice if (i) any of the events in Section 8.B. occur with respect to Client, (ii) any unauthorized credits or debits are initiated in Client's name, (iii) the Originating Bank (as defined by NACHA) notifies ADP that it is no longer willing to originate debits and credits for any reason, (iv) the authorization to debit Client's account is terminated, (v) Client terminates or is terminated from the Tax Filing Services, or (vi) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services.
- C. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state and local tax identification numbers). Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client's records and Client agrees that it will promptly notify ADP of any discrepancies (but in any case before distributing any paychecks or relying on any such disbursement records or reports). To help prevent employee fraud, ADP recommends that Client have someone other than its designated payroll contact review its disbursement reports; a prompt and thorough review allows Client to spot and correct errors and inconsistencies.
- D. Protection of Client Files. ADP will employ commercially reasonable storage (including backup, archive and redundant data storage, on-site and off-site) and reasonable precautions to prevent the loss of or alteration to Client's data files and/or Client Content (as defined in Section 1.1.) in ADP's possession, but ADP does not undertake to guarantee against any such loss or alteration. ADP is not, and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP (including maintaining printouts of Client Content (as defined below) input into any ADP Internet Services (as defined in Section 1.1)).
- E. Use of ADP Products and Services. Client shall use the ADP Products and Services in accordance with the instructions and reasonable policies established by ADP from time to time and communicated to Client. Client shall use the ADP Products and Services only for the internal business purposes of Client. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any party other than the Client. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client represents that it has verified the identity of each of its employees to whom it will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). Client will maintain such documentation during such time the employee receives such payments, and if requested by ADP, Client shall furnish copies of such documentation to ADP. Client shall be responsible for ensuring that its employees and plan participants who use any ADP Products or Services also comply with all the terms of this Agreement and any online or shrink-wrap terms or other accompanying documentation

("Additional Terms"). ADP may suspend access to the ADP Products or Services by any employee or plan participant of Client if ADP has reason to believe that such employee or plan participant has violated such terms or is otherwise using any ADP Product or Service in an inappropriate manner.

- F. Compliance with Laws. Client acknowledges that the ADP Products and Services are designed to assist Client in complying with applicable laws and governmental regulations, but that Client, and not ADP, shall be solely responsible for (i) compliance with all laws, governmental regulations and manufacturers' requirements affecting its business and (ii) any use Client may make of the ADP Products and/or Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws, governmental regulations and manufacturers' requirements. Client will not rely solely on its use of the ADP Products and/or Services in complying with any laws, governmental regulations (including but not limited to any applicable OFAC screening requirement) and manufacturers' requirements. ADP shall be responsible for compliance with all laws or governmental regulations affecting its business generally.
- G. License Rights. The right to use the ADP Products is granted to Client for the sole purpose of utilizing the Services as provided herein and is set forth more fully in Additional Terms accompanying the ADP Products licensed by the Client. Any license to ADP Products shall automatically terminate upon ADP ceasing to provide Client with related Services; provided, however, that Client shall be entitled to retain any time collection equipment that has been purchased and paid for in full by Client.
- H. Online Access. Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a "Site"). Client acknowledges that ADP does not review the accuracy or completeness of any information submitted by Client or its employee or plan participants through the Site. Client agrees to take commercially reasonable precautions to maintain the privacy of usernames and passwords for any ADP Internet Services, including those contained in any Additional Terms. In addition, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet. In order to protect Client's data, ADP may suspend Client's or Client's employee(s) or plan participant(s) use of the ADP Products or Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected.
- I. Client Content. "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) Client's trademarks, trade names, service marks, logos and designs and (iii) any other information or materials provided by Client, regardless of form (e.g., images, graphics, text, etc.), to be included in Benefits eXpertSM, the ADP Portal Solution Service, or any other web-based ADP Product (collectively, "ADP Internet Services"), whether included therein by ADP on behalf of Client as part of its setup services or directly by Client or any of its employees or plan participants. The following provisions shall apply with respect to Client Content:
- i. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.
 - ii. Client shall be responsible for obtaining all required rights and licenses to use and display all Client Content in connection with ADP Internet Services. Client hereby grants to ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide ADP Products or perform the Services covered under this Agreement.
 - iii. Client and its employees and plan participants shall not include or provide to ADP for inclusion in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any ADP Internet Services any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.
 - iv. Client acknowledges that, in making ADP Internet Services available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or information related thereto.
- J. Links to Third Party Sites. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third party sites or the acceptance of responsibility for the content on such sites.
- K. Transmission of Data. In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.
- L. Enhancements. ADP will make available improvements, enhancements, modifications and/or updates to ADP Products,

as required, to Client at no additional cost (i.e., no charge in addition to the monthly fees paid by Client) if and as they are made available generally by ADP at no additional cost to ADP's Clients licensing the same products as Client.

2. ADP PRODUCTS AND SERVICES To the extent any of the ADP Products or Services on the following **Product Schedule** are selected by Client, the additional terms related to such ADP Products and Services set forth on such **Product Schedule** shall apply.

3. FEES, TAXES & PAYMENTS

A. **Fees.** Client shall pay ADP for the ADP Products and Services indicated on the Sales Order or Pricing Proposal at the rates set forth thereon for the first six months after the date this Agreement is accepted by Client (assuming no changes in requirements, specifications, volumes or quantities) (the "Initial Period"). Client shall pay ADP for the ADP Products and Services added by Client after the date hereof at ADP's then prevailing prices for such ADP Products and Services. ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least 30 days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items. These prices do not include the amounts referred to in Section 1.B.i. or monthly communication charges or communication installation charges, which will be paid by Client. Client will pay all invoices in full within 30 thirty days of invoice date. If Client fails to pay any amount due hereunder (whether by acceleration or otherwise) that is not under good faith dispute, Client, after written notice, shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.

B. **Taxes.** There shall be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, exclusive of taxes based on ADP's net income.

4. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

5. INTELLECTUAL PROPERTY

A. **Ownership and Proprietary Rights.** All ADP Products licensed to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADP Products. Client receives no rights to any ADP Products or any intellectual property of ADP or its licensors, except as expressly stated herein or in any Additional Terms.

B. **ADP Infringement Indemnity.** ADP will defend Client in any suit or cause of action alleging that the ADP Products, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any United States patent, copyright, trade secret, or other proprietary right of a third party. ADP will pay damages assessed, including reasonable attorneys' fees, against Client in any such suit or cause of action, provided that, (i) ADP is promptly notified in writing of such suit or cause of action, (ii) ADP controls any negotiations or defense and Client assists ADP, at ADP's expense, as reasonably requested by ADP, and (iii) Client takes all reasonable steps to mitigate any potential damages. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any suit or cause of action resulting from a Client Infringement Event (as defined below). If any ADP Product is held or believed to infringe on any third-party's intellectual property rights, ADP may, in its sole discretion, (a) modify the ADP Product to be non-infringing, (b) obtain for Client a license to continue using such ADP Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing ADP Product and return to Client any unearned fees paid by Client to ADP in advance. This Section 5.B. states ADP's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind relating to ADP Products.

C. **Client Infringement Indemnity.** Client will defend ADP against, and pay damages assessed in, any suit or cause of action alleging that the ADP Products infringe upon any United States patent copyright, trade secret, or other proprietary right of a third party, only to the extent that any such suit or cause of action results from a Client Infringement Event, provided that, (i) ADP promptly notifies Client in writing of such suit or cause of action, (ii) ADP assists Client, at Client's expense, as reasonably requested by Client, and (iii) takes all reasonable steps to mitigate any potential damages that may result; provided however, in no case, shall ADP be required to provide any assistance or mitigation efforts that would affect the ADP Products, ADP's marketing, distribution or sale thereof or the terms of any current or future license of the ADP Products. "Client Infringement Event" means (i) any alteration, change, modification and/or enhancement of the ADP Products made by Client or any third party on behalf of Client without ADP's express permission; (ii) Client's use of the ADP Products in combination with any hardware, software or other materials not expressly authorized by ADP; (iii) use of other than the most current release of the ADP Products made

available to Client by ADP that results in a claim or action for infringement that could have been avoided by use of the current release; (iv) use by Client of unmodified ADP Products after Client has been informed of and given access to modifications that would avoid claims of infringement; or (v) Client Content or any Authorized Mark (as defined in 5.D. below) that infringes a third party's rights. Clauses (i), (iii) and (iv) shall not apply to ADP Products hosted by ADP. This Section 5.C. states Client's entire liability and ADP's exclusive remedies for infringement of intellectual property rights of any kind relating to Client Infringement Events.

- D. Use of Client's Authorized Marks. In the event that ADP makes available branding of any materials, Cards and/or websites associated with the ADP Products or Services and Client requests such branding, Client grants to ADP, to the card issuers and any third party service providers designated by ADP (collectively, "Authorized Users") the right to display Client's trademarks, trade names, service marks, logos and designs designated by Client (the "Authorized Marks"), subject to Client's right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement and, if Client is receiving TotalPay Card Services, any period of ongoing use of the Cards by employees after termination of this Agreement.

6. **NONDISCLOSURE** All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to provide the services covered by this Agreement, provided that any disclosure to a third party is made in confidence if such disclosure was not requested by the disclosing party, (b) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (c) as appropriate to respond to any summons or subpoena or in connection with any litigation, (d) relating to a specific employee, to the extent such employee has consented to its release, (e) to any affiliate of the disclosing party covered by this Agreement and (f) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes all ADP trade secrets, processes, proprietary data, information or documentation related thereto, or any pricing or product information furnished to Client by ADP. Confidential Information of Client also includes all personally identifiable payroll and employee-level data.

7. LIMITATION OF LIABILITY

- A. Client Responsibility. Client will be responsible for (i) the consequences of any instructions Client may give to ADP, (ii) Client's failure to use the Services and the ADP Products in the manner prescribed by ADP, and (iii) Client's failure to supply accurate input information or Client Content.
- B. Errors and Omissions. ADP's sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by ADP shall be to correct the affected Client report, data or tax agency filings, as the case may be, at no charge to Client.
- C. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to Section 5.B. above and the last sentence of this Section 7.C.), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for one month for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client. The foregoing limitation shall not apply to (i) actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees, (ii) any penalty imposed against Client as a result of an error or omission made by ADP in performing the Tax Filing Services or (iii) any interest assessed against Client as a result of ADP holding Client tax funds past the applicable due date due as a result of an error or omission made by ADP in performing the Tax Filing Services.
- D. OBC/ADPChecks/FSDD/Cards. Neither ADP nor the Originating Bank shall be liable for any damages to Client arising from any decision to refrain from or delay originating debit/credit entries, crediting amounts to any ADP TotalPay Card or issuing ADPChecks in connection with Client's payroll (i) after reasonable efforts to verify such debit/credit entries by the required security procedure have failed, (ii) due to Client's creditworthiness or (iii) because ADP has not received timely funds from Client as required by Section 1.B. Client agrees that ADP will not be liable for any damages to Client arising from any bank decision to withhold the release of a Client payroll that is processed on Official Bank Checks.
- E. No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT,

INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

- A. Termination. Either ADP or Client may terminate this Agreement upon at least 90 or 30 days, respectively, prior written notice.
- B. Client Defaults. Notwithstanding anything contained herein, if Client (i) defaults in the payment of any sum of money hereunder, (ii) defaults in the performance of any of its other obligations hereunder, (iii) commits an act of bankruptcy or becomes the subject of any Bankruptcy Act proceeding or becomes insolvent, or if any substantial part of Client's property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency, or (iv) has any material adverse change (in ADP's sole opinion) in its financial condition, then, in any such event, ADP may, upon written notice thereof, (a) terminate this Agreement and/or Client's receipt of any of the ADP Products or Services, (b) declare all amounts due and to become due immediately due and payable, (c) take immediate possession of any Timeclock Equipment not purchased and paid for in full by Client and/or (d) require Client to deposit an amount equal to its average per processing charges or to prepay for future processing and may invoke any and all other remedies permitted by law. Client agrees to reimburse ADP for any and all expenses ADP may incur, including interest costs and reasonable attorney fees, in taking any of the foregoing actions.
- C. Post-Termination. If use of any ADP Products or Services are or may be terminated by ADP pursuant to Sections 8.A. or 8.B., ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party) and if any such ADP Products or Services are terminated, Client will immediately; (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services then or thereafter due (including, for Tax Filing Services, all related penalties and interest); (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services. If ADP elects not to terminate any or all of the ADP Products or Services as permitted hereunder, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by the ADP Products or Services and/or ADP's fees and charges for the ADP Products or Services to ADP by bank or certified check or by wire transfer as a condition to receiving further ADP Products or Services.
- D. Remedies Cumulative. The remedies contained in this Section 8 are cumulative and in addition to all other rights and remedies available to ADP hereunder, by operation of law or otherwise.

9. FUNDING INDEMNIFICATION

- A. Funding. Client shall indemnify and hold harmless ADP from and against any loss, liability, claim, damage or exposure (each a "Loss") arising from or in connection with any action, proceeding or claim made or brought against ADP by any bank with whom Client maintains an account for any incorrect debit ADP may make to such account as a result of an error or omission by ADP in performing the Service, to the extent that the Loss would have been avoided if (i) Client had not directed ADP to return the funds to an account or person other than the account which was originally debited and ADP was permitted to return the funds to the affected account or (ii) ADP's return of the funds was not rejected by the bank (e.g., due to account closure).
- B. Debits. Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason), upon demand and interest thereon at the rate set forth in Section 3.A. Also, if any debit to an employee or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to pay the amount of such debit upon demand and interest thereon at the rate set forth in Section 3.A. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.

10. MISCELLANEOUS

- A. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- B. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except by a writing signed by ADP and Client.
- C. Third-Party Beneficiaries. With respect to the Services and ADP Products covered hereby, ADP suppliers, vendors and referral partners shall receive the same indemnification and defense rights from Client as set forth in Section 5.C. of this Agreement and may enforce the same disclaimers and limitations against Client as ADP may under Sections 4 and 7 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third party beneficiaries with respect to Sections 4, 5C and 7 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. ADP has no obligation to any third party

(including, without limitation, client's employees and/or any taxing authority) by virtue of this Agreement.

- D. **Force Majeure.** Excluding any payment obligations to ADP as provided hereunder, any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.
- E. **Non-Hire.** Neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.
- F. **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach of failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- G. **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.
- H. **Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- I. **Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- J. **Conflicts Clause.** The terms of this Agreement are subject to any Additional Terms. In the event of a conflict between the terms of this Agreement and such Additional Terms, the terms of this Agreement shall control.
- K. **Regulatory Notice.** No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.
- L. **Use of Agents.** ADP may designate any agent or subcontractor, without notice to, or the consent of, Client, to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

ADP, Inc.
 ADP
 Sales _____
 Associate

Name _____
 (type or print)

Title _____ **Date** _____

CLIENT
 Client _____

Authorization

Name _____
 (type or print)

Title _____ **Date** _____

PRODUCT SCHEDULE

To the extent that Client receives any of the following ADP Products or Services, the specified provisions relating to such ADP Products or Services received by Client shall apply.

FULL SERVICE DIRECT DEPOSIT

Prior to the first credit to the account of any employee or other individual (a "Payee"), Client shall obtain and retain a signed authorization from such Payee in accordance with NACHA Rules, which shall be in a form approved by ADP and shall authorize the initiation of credits to such Payee's account and debits of such account to recover funds credited to such account in error.

ADPCHECK™

Client agrees not to distribute any ADPChecks to Payees prior to 4:00 PM local time on the banking day immediately before pay date. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in a form provided by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable Payee is rightfully entitled. Client agrees to indemnify, defend and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorneys fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.

TOTALPAY CARD™

- A. *Cardholder Services.* ADP will make cardholder services ("TotalPay Card Services") available to certain of Client's payees (each a "Payee") for payments of wages, commissions, consulting fees or similar compensation or work-related expenses owed to such Payees through a TotalPay Card ("TotalPay Card"). The TotalPay Cards issued to Payees of Client may be referred to herein collectively as the "Cards" or each a "Card" and Payees of Client who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder". Client agrees that it will only direct legal payments to the Cards for wages, benefits, commissions, consulting fees, similar compensation or work-related expenses or such other types of payments as ADP may approve in writing. In addition, unless approved by ADP in writing, Client agrees that it may not make Cards available to residents of countries other than the United States. ADP shall not be obligated to provide the TotalPay Card Services unless Client has met and continues to meet ADP's eligibility requirements therefore and has executed and delivered to ADP the applicable documents, forms or instruments necessary for ADP to render to Client the TotalPay Card Services (including the Trust Agreement and any other agreements required by the Issuing Bank (as defined below)).
- B. *Cardholder Set-Up.* Client will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank. Client represents and warrants that it has all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (a) receive payments from Client on its Card and (b) participate in the TotalPay Card Services. Client agrees to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the TotalPay Card Services to ADP and/or Issuing Bank upon request and agrees that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank. Client, and not ADP nor any of its subcontractors, is responsible for reviewing all enrollment information supplied by such Payees and confirming that it is accurate and complete. In addition to the identity verification requirements set forth in Section I.E, prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, Client will: (i) inspect identification documents that meet the requirements of Form I-9 (e.g. a (1) passport or (2) a U.S. issued driver's license and social security card or (3) U.S. driver's license and birth certificate) to verify such Payee's identity ("Identity Verification Documents"); and (ii) obtain from such Payee the following: (a) name; (b) street address; (c) date of birth and (d) social security number (or other government issued ID number acceptable to ADP and Issuing Bank). Client agrees that Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee set up on the Cardholder database or participating in the TotalPay Card Services. Client also covenants to ADP and Issuing Bank that, with respect to each Cardholder, it will: (i) make and preserve (during the period required by law or requested by Money Network Financial, LLC or Issuing Bank) either of the following: (i) at least one (1) copy of all Identity Verification Documents; or (ii) a description of the Identity Verification Documents that were relied on by the Client noting the type of document (e.g., driver's license,

passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date. Client agrees to retain such documentation during the time that such Payee is a Cardholder until the earlier of (a) three years from termination of Client's obligation to make payments to such Payee or (b) three years from termination of such Payee's Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, the parties will use their commercially reasonable efforts to agree on a process that permits the Issuing Bank to comply with its legal obligations.

- C. *Issuance of TotalPay Cards; Cardholder Fees.* Client will be issued an inventory of instant issue Cards. Client is responsible for issuing Cards to its Payees from its inventory of Cards. Prior to or in conjunction with issuing a Card to any Payee, Client shall (i) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials; and (ii) provide each Payee with the notice required under the USA Patriot Act as provided by either ADP or the Issuing Bank. Client will provide Cardholders with any other information and materials regarding the TotalPay Card Services provided by Issuing Bank from time to time that is necessary for Issuing Bank to comply with applicable laws or regulations. Client will be responsible for the safekeeping of the inventory of Cards received by Client and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of Client. The amounts to be loaded to each Cardholder's TotalPay Card will be provided to ADP by Client through one of ADP's standard payroll transmission methods available to Client or another means agreed to by ADP and Client. Client acknowledges that separate agreed upon fees and charges will be applied to Cardholders' Cards. Such Cardholder fees and charges are subject to change upon agreement of the parties and in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by Client.
- D. *Card Status; Card Service; Cardholder Communications.* Client is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has been terminated, cancelled or is in inactive status. Client understands that ADP may contact its employees directly to notify them of the availability and benefits of the Cards and that Cardholders may receive additional notices, mailings and other communications directly from ADP or the Issuing Bank. Client will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, cardholder services. Contact information for cardholder services is located on the terms and conditions of use provided with each Card. Notwithstanding the foregoing, Client will be responsible for resolving all disputes by Cardholders regarding payroll and payroll-related amounts credited to the Cards. Additionally, Client agrees to treat all Cardholder personal and transaction information as confidential in accordance with the terms of Section 6 of the Agreement to which this Product Schedule applies. Notwithstanding the provisions of Section 6, Client agrees that ADP and its subcontractors providing TotalPay Card Services may disclose information related to loads by the Client to a particular Cardholder's Card and Card enrollment information provided by Client regarding a particular Cardholder to that Cardholder in providing Cardholder services and may otherwise use or disclose information regarding a particular Cardholder with the consent of that Cardholder or consistent with the privacy policy applicable to that Cardholder.
- E. *Issuing Bank; Cardholder Information.* All Cards issued to Cardholders are the property of the issuing bank (the "Issuing Bank") and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms and Conditions. Client agrees that it will not use the name or marks of Money Network Financial, LLC or the Issuing Bank in any materials it distributes or makes available to its Payees without Money Network's or the Issuing Bank's prior written consent, as applicable. In the event of cancellation of a Card such Payee will be required to resume another means of payment made available by Client. Subject to applicable law, Client will provide Issuing Bank with all information and documents related to the TotalPay Card Services in its control or possession requested by or on behalf of Issuing Bank that are necessary or proper in the reasonable discretion of the Issuing Bank for the Issuing Bank to comply with applicable law or regulatory requirements. Client agrees that upon prior notice from Issuing Bank, Issuing Bank and any regulatory authorities which have jurisdiction over the Issuing Bank shall have the right to audit and inspect Client's books and records related to the TotalPay Card Services and Client's performance of its obligations with respect thereto, including, without limitation, the following: (i) Client's records pertaining to the set-up of Payees on the Cardholder database and participation of Cardholders in the TotalPay Card Services; and (ii) the Identity Verification Documents. Client understands that it is not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to Client. Client agrees to treat all Cardholder account information, including Card transaction records, and all other information related to the Issuing Bank's provision of TotalPay Card Services to Cardholders, whether provided or made available to it by ADP, Money Network Financial, LLC, or Issuing Bank (or their respective agents and subcontractors), as confidential in accordance with the terms of Section 6.
- F. *Client Responsible for Compliance with Laws.* Regarding the TotalPay Card Services, Section 1F above shall not apply. The following provision shall apply in place of Section 1F with respect to laws and governmental regulations affecting the TotalPay Card Services. ADP shall be responsible for compliance with all requirements of the Federal Reserve Board, Regulation E (12 CFR 205) applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, Client (and not ADP, the Issuing Bank, Money Network Financial, LLC or

their agents and subcontractors) is solely responsible for (i) compliance with all laws and governmental regulations affecting Client's business, including state labor and payroll laws and the permissibility of the TotalPay Card Services under such laws, and (ii) any use Client may make of the TotalPay Card Services to assist it in complying with such laws and governmental regulations. Client also represents and warrants that any payments that it requests ADP to make hereunder will not violate any laws of the United States. Client will not rely solely on its use of the TotalPay Card Services in complying with any laws and governmental regulations. In addition, Client also agrees to comply with the financial industry rules and compliance standards imposed by VISA, Star, Plus, Interlink and applicable automated teller machine and point of sale processors (collectively, the "Network Rules") designated by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.

- G. *Indemnification.* In addition to Client's obligations set forth in the Agreement, Client shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors, Money Network Financial, LLC and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of Client's TotalPay Card compliance obligations hereunder, any fraudulent or criminal acts of Client's employees, including as a result of the theft or misappropriation of any Cards by Client's employees (e.g., the issuance of unauthorized Cards) or the loading of unauthorized value onto Cards. Client also agrees to defend, indemnify and hold harmless the Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with Client's negligence in connection with its use and/or provision of the TotalPay Card Services or otherwise in connection with its performance or obligations under this Agreement.
- H. *Additional Termination Right.* In addition to the termination rights set forth in Section 8, Client agrees that the TotalPay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days notice to Client if ADP or the Issuing Bank believe that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the TotalPay Card Services (or any feature thereof) in such jurisdiction.
- I. *Sole Remedy Against ADP.* CLIENT AGREES THAT ITS SOLE REMEDY FOR CLAIMS OF ANY TYPE OR NATURE WITH RESPECT THE TOTALPAY CARD SERVICES HEREUNDER SHALL BE AGAINST ADP AND NOT AGAINST MONEY NETWORK FINANCIAL, LLC OR THE ISSUING BANK.
- J. *No Consequential Damages.* IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, MONEY NETWORK FINANCIAL, LLC OR ANY OF ADP'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CLIENT MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE TOTALPAY CARD SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- K. *Third Party Beneficiaries.* Client acknowledges and agrees that Issuing Bank and Money Network Financial, LLC (and their respective successors and assigns) are each third party beneficiaries of this Agreement (only as it relates to TotalPay Card Services) entitled to enforce each of the provisions of this Schedule against Client as well as the provisions included in Sections 4, 5C and 7 of this Agreement, including in equity and in law, as if it or they were a party hereto.
- L. *Survival.* Client acknowledges and agrees that for purposes of Client's use of the TotalPay Card Services, Sections E (Cardholder Information) and G (Indemnification) of this Schedule and Section 7 of the Agreement (Limitation of Liability) shall survive termination or expiration of the Agreement and/or this Schedule.

TIME AND LABOR MANAGEMENT (INCLUDING EZLABORMANAGER, ENTERPRISE eTIME AND ETIMER)

- A. Client shall provide and install all power, wiring and cabling required for the installation of any data or time collection devices (e.g., HandPunch, Timeclock) (the "Timeclock Equipment") Client shall also pay an installation and set-up fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.
- B. Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property and Client shall not remove the Timeclock Equipment from the site of original installation without ADP's prior consent.
- C. Immediately upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. The terms of this Section C. shall not apply if prior to the time of such termination or cancellation Client has already purchased and paid for the Timeclock Equipment in full.
- D. ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the

date such Timeclock Equipment is shipped and for 90 days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

- E. Maintenance services for the Timeclock Equipment (set forth below in Section F.) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and labor management subscription fees). The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. A Client under the purchase option may terminate its receipt of maintenance services by providing written notice to ADP no less than 30 days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If a Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.
- F. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows:
- ii. Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with any documentation or Additional Terms (as defined in the Agreement to which this Product Schedule applies) provided by ADP or its designee and has not been subject to abuse or tampering.
 - iii. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question.
 - iv. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: a) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress, or causes other than normal or intended use; b) Failure of the Client to provide and maintain a suitable installation environment; c) Any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and d) Malfunctions resulting from use of badges or supplies not approved by ADP.
- G. In order to keep the products current, ADP may from time to time perform maintenance fixes and other upgrades to the TLM products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

ADP BENEFITS EXPERTSM /ADP HR/BENEFITS SOLUTION

- A. Client shall promptly deliver to ADP the Client Content (as defined in Section 1.1. of the Agreement to which this Product Schedule applies) required by ADP to perform initial setup services for the Benefits eXpert Application ("Benefits eXpert") or ADP HR/Benefits Solution application (together with Benefits eXpert, the "HR/Benefits Application"). Such information and materials shall be in an electronic file format specified by ADP.
- B. Client shall begin paying the per employee fees for the ADP HR/Benefits Solution application on the earlier of the date that Client first begins to use such application in a production environment OR 60 days after the Client's company profile has been set up on the HRB network, which date ADP shall confirm in writing to Client. _____ (Client Initial Here)
- C. After completion of initial setup services, ADP will make any subsequent changes to the configuration of the Client Content at Client's request, in HR/Benefits Application at ADP's then current benefits maintenance fees.
- D. Upon completion of any setup services or services referenced in Section B. above, Client shall review the Client Content included in the HR/Benefits Application by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in HR/Benefits Application by ADP that has been reviewed by Client.
- E. If Client elects the ADP carrier connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. In addition: (i) Commencement of the carrier connection service is subject to completion by Client of setup of the configuration of the Client Content and the format of such transmission to the designated carriers. The terms for setup

services and subsequent setup services set forth in Sections A. and B. above will apply to setup for the carrier connection service. (ii) ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between HR/Benefits Application and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. (iii) Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

ADP PORTAL SOLUTION WEB SERVICES.

These services permit Client and/or its employees to access certain ADP Products and Services via single-sign on and may accommodate Client customizations.

- A. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third party products and services, on the Client self administration portion of the ADP Portal Solution Service as well as the employee self-service portion of the ADP Portal Solution Service.
- B. ADP shall have no liability to Client hereunder for any software and/or applications or other services (other than ADP Products covered by this Agreement to which this Product Schedule relates) that may be accessed by the ADP Portal Solution Service.

WEB HOSTING SERVICES.

The following provisions shall apply to Hosted ADP PC/Payroll for Windows; Hosted HR/Perspective; PayExpert; Benefits eXpert, ADP HR/Benefits Solution, Total Choice Solutions; Hosted eTIMEeTIME, Enterprise eTIME and ezLabor Manger (collectively, the "Hosted Products"). ADP shall:

- A. Provide the hosting environment(s), including hardware and software, required to host the site(s) for the applicable Hosted Product (the "Systems") and the operation and required maintenance of such Systems. Client acknowledges that the Systems may be used to provide similar services to other clients and that Client acquires no rights therein.
- B. ADP shall deploy the Hosted Product(s) licensed by the Client at Uniform Resource Locators (URLs) to be selected, registered and owned by ADP.
- C. In the event that ADP discovers and/or Client reports to ADP through its support line that a System for a Hosted Product licensed by Client is experiencing an outage or that a Hosted Product licensed by Client is experiencing operational issues, work diligently to resolve such issues as soon as possible, giving priority to outages and significant operational issues.
- D. Use commercially reasonable efforts to make the System for each Hosted Product licensed by Client available 99.5% of the time, for the specified Hours of Availability, except for any loss or interruption of the System due to causes beyond the control of ADP or which are not reasonably foreseeable by ADP, including, but not limited to, interruption or failure of telecommunication or digital transmission links, Internet slow downs or failures or unauthorized intrusions. In order to perform required System maintenance, the System will not be available for hours excluded from the Hours of Availability and (b) upon notice to the Client, for one 6-hour period on an occasional weekend as required by any infrastructure change. In addition, the System may experience unscheduled downtime. During Prime Time Hours, ADP will notify the Client of unscheduled System downtime as soon as practicable. If the System experiences unscheduled downtime, ADP will work diligently to correct the problem until it is resolved and the System is made available. "Prime Time Hours" shall mean from 8:00 AM through 8:00 PM Eastern Time, Monday through Saturday, excluding ADP holidays ("Business Days").
- E. ADP shall be responsible for establishing and maintaining a secure environment for the Site and the System for each Hosted Product licensed by Client, which shall include physical security, logical security (including firewalls, encryption and password access control), and intrusion detection. Hours of Availability for Hosted Products are as follows: (1) Hosted ADP PC/Payroll for Windows; HR Perspective and eTIMEeTIME: Monday 4AM to Midnight eastern time and Tuesday-Saturday 6 AM to 10PM eastern time; (2) Pay eXpert; Benefits eXpert and TotalChoice: Monday to Sunday 5 AM to 1 AM eastern time; (3) ADP HR/Benefits Solution Monday through Friday 6 AM to 9 PM

eastern time; (4) ezLabor Manager: 24 x 7 except Sunday 12 AM to 6AM eastern time; (5) Hosted eTIMEeTIME 1:am to 11PM, central time, Monday through Sunday and (6) Enterprise eTIME 3 AM to 1 AM eastern time Monday through Saturday; 4Am to 1 AM Sunday, eastern time (excluding ADP Holidays and on the second and fourth Wednesdays of each month from 11 PM to 5 AM eastern .

- F. The Hosted Products are intended to permit the transmission of data from within or between the United States and Canada. The Hosted Products may not be used or accessed from outside the United States or Canada or in any way that violates any applicable international, federal, state or local laws and /or regulations.



CITY OF PRAIRIE VILLAGE, KANSAS
7700 Mission Road
Shawnee Mission, KS 66208

Today's Date: **2/1/2007**
 Order ID: **41060**
 Order Type: **New Client**

Executive

ADP Sales Associate
Angela Noonan
angela_noonan@adp.com
913-541-4313

Number of Employees for Payroll processing : 143

Processing Fees - Bi-Weekly	Units	Totals
Pay eXpert Paperless Package with TotalPay*	143	\$12,451.40
Check Mate Inquiry	Packaged MR	
Check Signing	Pay eXpert Report Writer	
Check Stuffing	Payroll Quickview	
CheckView Monthly Fee	Payroll Quickview (PQV) Net	
CheckView Processing Fee	Pays - Pay eXpert	
External Paydata Interface	Pays - Pay eXpert	
iPay Statements	PC PR Connection	
iReports on Demand	Personnel Reporting Sys Base Charge	
Labor Distribution	Total Tax Plus w/Full Tax Svc & UCM	
New Hire Reporting Service	TotalPay Card	
New Hires	TotalPay Service	
Packaged MR	WGPS Payments	
Packaged MR	WGPS Service	
Packaged MR	YTD Download	
Packaged MR		
Delivery - Payroll	1	\$338.00
Delivery prices vary by courler and delivery location		
Sub Total		\$12,789.40
Discount (40%)*		-\$4,980.56
Sub Total Less Discount		\$7,808.84

Monthly Fees	Units	Totals
HR Benefit Advanced Solution for Pay eXpert*	143	\$11,926.20
HR Benefit Advanced Solution for Pay eXpert	HR Benefits Solution 60 Day Billing	
HR Benefit Archived EE's \$.45 per ee/mon	Promo 9316 HR Benefit Advanced 10% dist 1st 2m	
HR Benefit Connect to Pay eXpert		
HR Benefit Archived EE's	1	\$5.40
Sub Total		\$11,931.60
Discount (40%)*		-\$4,770.48
Sub Total Less Discount		\$7,161.12

Quarterly Fees	Qty	Totals
Quarterly Report Delivery	1	\$52.00
Sub Total		\$52.00



CITY OF PRAIRIE VILLAGE, KANSAS

Today's Date: 2/1/2007

Order ID: 41060

One Time Fees

Implementation Fees

HR Benefit Advanced Solution for Pay eXpert	\$2,000.00
Pay eXpert Paperless Package with TotalPay	\$500.00

Sub Total	\$2,500.00
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Sub Total	\$2,500.00
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Year-End Fees	Per Pay	Min
Year End W2's	1 and higher \$4.95 Each	\$75.00

Sub Total	\$707.85
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Summary

Per Check Fees	\$4.04
Per Processing Fees	\$577.77
Total Annual Fees (Total of all annual fees)	\$15,021.96
Total One Time Fees (Total of all one time fees)	\$2,500.00

Invoice Detail

	Unit Fee	Units	Min
HR Benefit Advanced Solution for Pay eXpert*	1 - 249 \$6.95 Each 250 - 499 \$6.45 Each 500 - 999 \$5.85 Each	143	\$695.00
HR Benefit Archived EE's	1 and higher \$0.45 Each	1	
Pay eXpert Paperless Package with TotalPay*	1 - 50 \$5.30 Each 51 and higher \$2.30 Each	143	\$35.00
Delivery - Payroll	1 and higher \$13.00 Each	1	

Delivery prices vary by courier and delivery location

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS APPLICABLE TO SUCH SERVICES AND ATTACHED TO THIS SALES ORDER. SUCH TERMS AND CONDITIONS ARE IN ADDITION TO THE TERMS AND CONDITIONS CURRENTLY GOVERNING ADP'S PROVISION OF SERVICE TO YOU, WHICH REMAIN IN FULL FORCE AND EFFECT.

Client Signature: _____
Date

73 Sales Associate: _____
Date

Items with an "*" have been discounted



**AUTOMATIC DATA PROCESSING, INC
GUARANTEED THREE YEAR PRICE AGREEMENT**

Client Name: _____ Effective Date: _____

Parent Company Code: _____ Expiration Date: _____

Related Company Codes: _____

ADP, Inc. ("ADP") is pleased to provide **Company Name** ("Client") with a Guaranteed Price Agreement covering your ADP services for the next three years, subject to the terms and conditions set forth in this Agreement. Accordingly, in consideration of the mutual agreements set forth below, ADP and Client agree as follows:

1. Price Increase. For the next three year period commencing with the effective date set forth above, ADP will increase prices 4% per year on processing services provided to Client ("Services"). Items specifically excluded from this agreement are delivery, reverse wire, and W-2's. In the month following the completion of the guaranteed price period, Client's prices will be subject to the same annual price increase as ADP applies to its other clients of similar size and product utilization.

2. Guaranteed Term. As consideration for the three year guaranteed price period, Client agrees to purchase the Services for a minimum guaranteed term of three years commencing with the effective date, and thereafter Client's agreement to purchase the Services shall remain in effect until cancelled by Client or ADP with 90 days prior written notice.

3. Termination Penalty. If Client terminates this agreement to purchase Services prior to the end of the minimum guaranteed term of three years, Client agrees to pay ADP a termination penalty of 3 months of average monthly processing fees for the Services (based on an average of the last 3 full months of processing prior to the date of termination). Following the three year guaranteed price period, if Client terminates this agreement to purchase Service on less than 90 days' written notice, Client agrees to pay ADP for the Services through the end of the 90 day notice period (based on the average monthly processing fees for the Services described in the preceding sentence).

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN YOU AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS.

ADP	Company Name
By: _____	By: _____
Name: Lori Burchfield	Name: _____
Title: Branch Manager - Kansas City Service Center	Title: _____
Date: _____	Date: _____

**ADP HR/BENEFITS SOLUTION ADDENDUM
TO
MAJOR ACCOUNT SERVICE AGREEMENT**

The following additional terms and conditions shall apply to the ADP HR/Benefits Solution service. This Addendum supplements the terms and conditions of the ADP Major Accounts Agreement between the undersigned ("Client") and ADP, Inc. ("ADP").

ADP HR/BENEFITS SOLUTION

- A. Client shall promptly deliver to ADP the Client Content as defined in Section F. below required by ADP to perform initial setup services for the ADP HR/Benefits Solution application. Such information and materials shall be in an electronic file format specified by ADP.
- B. Client shall begin paying the per employee fees for the ADP HR/Benefits Solution application on the earlier of the date that Client first begins to use such application in a production environment OR 60 days after the Client's company profile has been set up on the HRB network, which date ADP shall confirm in writing to Client. _____(Client Initial Here)
- C. After completion of initial setup services, ADP will make any subsequent changes to the configuration of the Client Content at Client's request, in HR/Benefits Application at ADP's then current benefits maintenance fees.
- D. Upon completion of any setup services or services referenced in Section B. above, Client shall review the Client Content included in the HR/Benefits Application by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in HR/Benefits Application by ADP that has been reviewed by Client.
- E. If Client elects the ADP carrier connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. In addition: (i) Commencement of the carrier connection service is subject to completion by Client of setup of the configuration of the Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections A. and B. above will apply to setup for the carrier connection service. (ii) ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between HR/Benefits Application and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. (iii) Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
- F. "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) Client's trademarks, trade names, service marks, logos and designs and (iii) any other information or materials provided by Client, regardless of form (e.g., images, graphics, text, etc.), to be included in ADP HR/Benefits Solution or any other web-based ADP Product (collectively, "ADP Internet Services"), whether included therein by ADP on behalf of Client as part of its setup services or directly by Client or any of its employees or plan participants. The following provisions shall apply with respect to Client Content:

- i. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.
- ii. Client shall be responsible for obtaining all required rights and licenses to use and display all Client Content in connection with ADP Internet Services. Client hereby grants to ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide ADP Products or perform the Services covered under this Agreement.
- iii. Client and its employees and plan participants shall not include or provide to ADP for inclusion in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any ADP Internet Services any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.
- iv. Client acknowledges that, in making ADP Internet Services available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or information related thereto.

G. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third party sites or the acceptance of responsibility for the content on such sites.

H. In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

ALL MATTERS COVERED IN THIS ADDENDUM, INCLUDING CLIENT'S USE OF THE APPLICATION, SYSTEM, SITE AND ADP'S PROVISIONS OF HR/BENEFITS SOLUTION ARE SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH IN CLIENT'S MAJOR ACCOUNTS AGREEMENT WITH ADP. IN THE EVENT OF CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS ADDENDUM AND THE MAJOR ACCOUNTS AGREEMENT, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL. ALL OTHER TERMS AND CONDITIONS OF THE CLIENT'S MAJOR ACCOUNTS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. The terms defined in the Major Accounts Agreement and used in this Addendum shall have the same respective meanings as set forth in the Major Accounts Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Major Accounts Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP AND CLIENT ACKNOWLEDGE AND AGREE TO THE FOREGOING. EACH PARTY REPRESENTS THAT IT IS DULY AUTHORIZED TO EXECUTE THIS ADDENDUM.

ADP, INC.

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT

CLIENT NAME _____ BRANCH _____ CO. CODE _____

ADDITIONAL APPLICABLE COMPANY CODES _____

CLIENT agrees to one of the debit methods listed below for collection of (1) payroll tax obligations related to ADP's Tax Filing Services, (2) payroll obligations related to ADP's TotalPay, TotalPay Plus, FSDD, ADPCheck, PayCard and/or Instant Pay Services, (3) wage garnishment deduction amounts related to ADP's WGPS Services, (4) business tax deposit obligations related to ADP's Electronic Business Tax Services, and/or (5) the applicable fees for ADP's Services. Such debits will be initiated by ADP, Inc. ("ADP") out of CLIENT's applicable account specified below (the "DDA Account") at the financial institution specified below ("BANK").

DEBIT METHOD (Check Applicable Box): *Note: (ACH method will be used to collect all service fees)*

ACH or PRE-AUTHORIZED DRAFT
 BANK is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions on the back of this Agreement. **Note: CLIENT electing ACH or PRE-AUTHORIZED DRAFT may be contacted by an ADP representative to make arrangements for a wire transfer of funds for impounds exceeding the established dollar limit for processing by ACH or PRE-AUTHORIZED DRAFT. Such dollar limit shall be determined by ADP in its sole discretion.**

REVERSE WIRE (All Payrolls)
 ADP will initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire provisions on the back of this Agreement.

REVERSE WIRE (Over ACH Dollar Limit)
 In the event a single impound exceeds the established threshold for ACH processing, CLIENT agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire instructions on the back of this Agreement.

BANK INFORMATION:

<input type="checkbox"/> Payroll Taxes <input type="checkbox"/> Fees for Services <input type="checkbox"/> TotalPay <input type="checkbox"/> FSDD <input type="checkbox"/> ADPCheck <input type="checkbox"/> TotalPay Plus <input type="checkbox"/> PayCard <input type="checkbox"/> Instant Pay <input type="checkbox"/> WGPS <input type="checkbox"/> EBTS <input type="checkbox"/> Other	
BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone

<input type="checkbox"/> Payroll Taxes <input type="checkbox"/> Fees for Services <input type="checkbox"/> TotalPay <input type="checkbox"/> FSDD <input type="checkbox"/> ADPCheck <input type="checkbox"/> TotalPay Plus <input type="checkbox"/> PayCard <input type="checkbox"/> Instant Pay <input type="checkbox"/> WGPS <input type="checkbox"/> EBTS <input type="checkbox"/> Other	
BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone

<input type="checkbox"/> Payroll Taxes <input type="checkbox"/> Fees for Services <input type="checkbox"/> TotalPay <input type="checkbox"/> FSDD <input type="checkbox"/> ADPCheck <input type="checkbox"/> TotalPay Plus <input type="checkbox"/> PayCard <input type="checkbox"/> Instant Pay <input type="checkbox"/> WGPS <input type="checkbox"/> EBTS <input type="checkbox"/> Other	
BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK, PAYCARD, INSTANT PAY OR TOTALPAY/TOTALPAY PLUS IS INDICATED ABOVE:

Est. No. of Employees:	FSDD Start Date:	ADPCheck Start Date:	PayCard Start Date:	Instant Pay Start Date:	Federal ID #
Bank Disbursement State (if applicable)					

In consideration of BANK's compliance with this authorization, CLIENT agrees that BANK's treatment of any charge, and BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Price Quotation, Sales Order, National Account Agreement, or ADP Terms and Conditions attached to any proposal given to CLIENT, this Agreement shall control.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until BANK and ADP have each received such notice and have had reasonable time to act upon such notice.

CLIENT Signature _____ Date _____

CLIENT Representative Name & Title _____

(Must be an authorized signatory on the accounts listed above)

ACH or PRE-AUTHORIZED DRAFT

CLIENT understands that funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Service), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's TotalPay, TotalPay Plus, FSDD, ADPCheck, PayCard and/or Instant Pay Services), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services) and (v) ADP's fees for such Services must be on deposit in the applicable DDA Account no later than (a) one banking day prior to the pay date for the applicable payroll (in the case of the Tax Filing Services, WGPS Services, TotalPay Services, TotalPay Plus Services, FSDD Services, ADPCheck Services, PayCard Services and/or Instant Pay Services), (b) one banking day prior to the due date of the applicable electronic business tax deposits (in the case of the Electronic Business Tax Services) or (c) the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to CLIENT after such services are rendered (in the case of ADP's Services Fees). ADP will initiate a transfer of such funds out of such DDA Account on such date.

REVERSE WIRE

CLIENT understands that funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Service), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's TotalPay, TotalPay Plus, FSDD, ADPCheck, PayCard and/or Instant Pay Services), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS Services), and (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services) must be on deposit in the applicable DDA Account no later than (a) one banking day prior to the pay date for the applicable payroll (in the case of the Tax Filing Services), (b) two banking days prior to the pay date for the applicable payroll (in the case of WGPS Services, TotalPay Services, TotalPay Plus Services, FSDD Services, ADPCheck Services, PayCard Services and/or Instant Pay Services) or (c) two banking days prior to the due date of the applicable electronic business tax deposits (in the case of the Electronic Business Tax Services). ADP will cause such funds to be wire transferred from the DDA Account to one of the following accounts (unless and until changed by notice from ADP): Deutsche Bank, ABA No. 021001033, Account No. 00153170 or Account No. 00416217, or JP Morgan Chase Bank, ABA No. 021000021, Account No. 910-2-628675 or Account No. 323269036, on such specified deposit date.

In consideration for the additional costs incurred by ADP in providing wire transfer service, CLIENT agrees to pay a reasonable fee (currently \$10.00) for each wire transfer.

DIRECT WIRE FOR EXCEPTION PROCESSING

(Under certain conditions, CLIENT may be required to wire transfer funds to ADP prior to ADP disbursing funds to a third party).

CLIENT agrees to wire transfer to ADP funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Service), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's TotalPay, TotalPay Plus, FSDD, ADPCheck, PayCard and/or Instant Pay Services), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services) and (v) ADP's fees for such Services. Such wire transfers must be completed no later than (a) one banking date prior to the pay date for the applicable payroll (in the case of the Tax Filing Services), (b) two banking days prior to the pay date for the applicable payroll (in the case of the WGPS Services, TotalPay Services, TotalPay Plus Services, FSDD Services, ADPCheck Services, PayCard Services and/or Instant Pay Services), (c) two banking days prior to the due date of the applicable electronic business tax deposits (in the case of the Electronic Business Tax Services) or (d) the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to CLIENT after such Services are rendered (in the case of ADP's Services Fees). All funds are to be wire transferred by CLIENT as instructed by ADP to one of the accounts located at the banks listed (unless and until changed by notice from ADP): Deutsche Bank, ABA No. 021001033, Account No. 00153170 or Account 00412283, or JP Morgan Chase Bank, ABA No. 021000021, Account No. 910-2-628675 or Account No. 323375847.

In consideration for the additional costs incurred by ADP in providing wire transfer service, CLIENT agrees to pay a reasonable fee (currently \$10.00) for each wire transfer.

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the date required pursuant to the foregoing provisions of this Agreement, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage garnishments, and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Services Fees.



Reporting Agent Authorization (State Limited Power of Attorney & Tax Information Authorization)

(In accordance with Internal Revenue Service Revenue Procedures)

1 Co/Code	2 Branch	3 Federal ID Number

4 If you are a seasonal employer, check here

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

7 Address (number, street, and room or suite no.)

City or town, state, and ZIP code

REPORTING AGENT: ADP Tax Services, 400 Covina Boulevard, San Dimas, CA 91773, ID # 22-3006057, 800/235-7212

ADP is hereby appointed Reporting Agent with the authority to sign and file employment tax returns and make deposits electronically, on magnetic media, or on paper for the above stated taxpayer to federal, state, and local jurisdictions. ADP is authorized as a designee of the taxpayer to receive notices, correspondence, transcripts, deposit frequency data, or other information with respect to employment tax returns filed and deposits made by the designee.

This authorization shall include the appropriate state and local forms and the following federal forms, beginning with the tax period indicated and remaining in effect through subsequent periods until the taxpayer or designee notifies the IRS that this authorization is terminated or revoked. If the taxpayer is required to file a return electronically or to submit federal tax deposit data electronically, ADP is required to file the return and submit the deposit data electronically for the taxpayer. If the taxpayer is not required to file or deposit electronically, ADP may file or make deposits on the taxpayer's behalf in one of the filing methods: electronic, magnetic media, or paper.

Authorization of Reporting Agent to Sign and File Returns

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	941 /	940-PR	941-PR /	941-SS /	943
Tax Year	Qtr / Yr	Tax Year	Qtr / Yr	Qtr / Yr	Tax Year
943-PR	944	944-PR	945		
Tax Year	Tax Year	Tax Year	Tax Year		

Authorization of Reporting Agent to Make Deposits and Payments

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940 /	941 /	943 /	944 /	945 /
Mo / Yr	Mo / Yr	Mo / Yr	Mo / Yr	Mo / Yr

Disclosure of Information to Reporting Agent

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notices, and other communications from the IRS related to the authorization granted on Line 8 and/or Line 9

10b Check here if the reporting agent also wants to receive copies of notices from the IRS

Form W-2 Series or Form 1099 Series Disclosure Authorization

11 The Reporting Agent is authorized to exchange otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the Form W-2/1099 series information returns. This authority is effective for calendar years beginning:

W-2	1099
Tax Year	Tax Year

Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made. If Line 8 is completed, the Reporting Agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 9 are completed, the Reporting Agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or Reporting Agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on Line 8 and/or Line 9 including disclosure required to process Form 8655. Disclosure authority is effective upon signature of the taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

12 Signature of Taxpayer or Authorized Representative

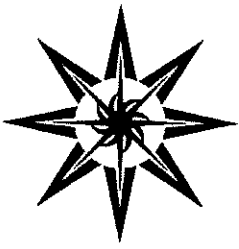
I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

Name (Required)

Title

Signature (Required)

Date (Required)



City Council Policy: PP1160- CONCEAL AND CARRY OF WEAPONS

Effective Date:

Amends:

Approved By: Governing Body

I. SCOPE

A. This policy applies to all employees.

II. PURPOSE

A. The City is committed to increasing the safety of its employees while at work.

III. RESPONSIBILITY

A. The Manager is responsible for the enforcement of this policy.

IV. DEFINITIONS

A. "Manager" is defined as one of the following:

1. City Administrator;
2. Assistant City Administrator;
3. Chief of Police;
4. Public Works Director;
5. Or the designee of the positions listed.

B. "Employee" includes anyone classified as such in *Personnel Policy #720 - Definitions of Employment Status*.

C. "Object" includes, for purposes of this policy, items used in the course and scope of employment by employees, for example, the use of tools by Maintenance Workers, subject to the approval of the Manager.

V. POLICY

A. The city prohibits any employee from carrying a weapon while working for the City, whether or not the employee has a permit to carry a weapon under *Kansas State Statute §§ 75-7b01 et seq. or 75-7c01 et seq.*

B. This policy does not apply to employees' use of objects in the course and scope of their employment.

ORDINANCE 2039

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 1 ENTITLED "BUILDING CODES" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL BUILDING CODE", 2006 EDITION AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER"

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

Section I.

Article 1 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 1. BUILDING CODE

- 4-101. DEFINITIONS. As used in this article, the words and phrases herein defined shall have the following meanings unless the context otherwise requires:
- (a) Whenever the word municipality is used in the building code, it shall be held to mean the City of Prairie Village, Kansas;
 - (b) Whenever the term corporation counsel is used in the building code, it shall be held to mean the city attorney of the City of Prairie Village;
 - (c) Whenever the term Building Official is used in the building code, it shall be held to mean the building official or his or her authorized designee.
- 4-102. INTERNATIONAL BUILDING CODE ADOPTED. In addition to the other provisions set forth in this chapter there is hereby adopted and incorporated by reference that certain building code known as the "International Building Code," 2006 edition, copyrighted in 2006 by the International Code Council, (hereinafter referred to as the "Building Code") except for the amendments provided in this chapter. Not less than three copies of the building code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2039." A copy of this ordinance shall be attached to each International Building Code copy and shall be filed with city hall to be open for inspection and available to the public at all reasonable business hours. The police department, municipal judges, and all administrative departments of the city charged with the enforcement of the building code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.
- 4-103. ADDITIONAL OR AMENDED PROVISIONS. The following sections of this article are in addition to or amendments of the provisions of the standard code incorporated by reference in Section 4-102.
- 4-104. DUTIES AND POWERS OF THE BUILDING OFFICIAL. The Building Official is hereby authorized and directed to enforce all the provisions of this code. For such purposes, the Building Official shall have the power of a law enforcement officer in order to issue complaints with the municipal court, when or if necessary. The Building Official shall have the authority to render interpretations of this Code and to adopt policies and procedures in order to

clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

4-105. AMENDMENTS TO SECTION 105.3. Section 105.3 of the Building Code is hereby amended by adding a new requirement to read as follows:

105.3(8) – Issuance of Permits to Licensed or Registered Craftsmen. Permits for mechanical, plumbing, and electrical work shall be issued only to individuals or persons responsible to a company or organization who is the legal possessor of a valid and current certificate of competency issued by the state. The certificates of competency received by any person who successfully passed an examination designation by K.S.A. 1998 Supp. 12-1508 or 12-1525, (Block/Experior) and amendments thereto, shall be valid proof of competency for licensing, without additional examination, in any other county or city of the state which requires licenses for plumbers, electricians and mechanical heating and ventilating contractors practicing in such City. Permits may be issued to homeowners doing plumbing, mechanical or electrical work on their own residence who do not possess a valid license or certificate.

4-106 AMENDMENTS TO SECTION 105.5. Section 105.5 of the Building Code is hereby amended to read as follows:

105.5 Expiration: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 90 days after the time the work is commenced. All work shall be documented by an inspection as described in Section 109 of this code. Failure to request an inspection of newly-completed work for any period of 90 days or more shall constitute suspension or abandonment of work, at which time said permit shall become invalid. It shall be unlawful for any person, firm, or corporation to allow a permit to become invalid. The Building Official may grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and reasonable cause demonstrated. The Building Official may place reasonable conditions on the issuance of extensions.

4-107. AMENDMENTS TO SECTION 108.2; SCHEDULE OF PERMIT FEES. Section 108.2 of the Building Code is hereby amended as follows: The fee for each permit shall be set forth in section 4-117.

108.2(1) – Plan Review Fees. When Section 108 requires a plan or other data to be submitted, a plan review fee may be required at the time of submitting plans and specifications for review. The plan review fee shall be 65% of the building permit fees as shown in Section 4-117; provided, however, that for plans sent to the International Code Council for review, the plan review fee shall be 100% of the costs incurred from the plan review; and for plans delegated to a third party plans examiner or consultant, the plan review fee shall be 100% of the costs incurred from the plan review. Further provided, single-family residential plan review fees shall be calculated in accordance with Section 4-117,

The plan review fees specified in this subsection are separate fees from the permit fees specified in Section 108.2 and are in addition to the permit fees. A plan review fee may be charged for each permit issued, including plans associated with electrical, plumbing, mechanical and any other applicable work which is regulated by federal, state, county, or local jurisdiction and associated by permit to the project for which the review is conducted.

Plan review fees may also be charged when one of the following conditions exist:

- (1) When the building official sends the project plans out of the office for plan review, or if sent to consultants for review; or
- (2) When an application is submitted for permit and a plan review is conducted and the project building permit is not to be constructed, the applicant will be responsible for a plan review fee.

108.6 Fee Refunds. The building official may authorize the refund of any fee paid, which was erroneously paid or collected.

- (1) The Building Official may authorize a refund of not more than 80% of the permit fee paid when no work has commenced for a permit issued in accordance with this Code.
- (2) No permit fee may be refunded if work has commenced on a project.

4-108. AMENDMENTS TO SECTION 501.2; ADDRESS NUMBERS.

General – All buildings fronting on streets shall be numbered and the number installed on the building in conformity with this section.

501.2(1) Numbering Plan. Odd numbers shall be given to buildings on the east and south side of streets, even numbers on the north and west side of streets. Streets on a tangent to the true north-south or east-west direction shall be numbered accordingly.

501.2(2) Assignment of Numbers. The Building Official or his or her representative shall assign at least one full number for every platted lot, vacant ground, building, house, or structure. There shall be an assignment full number to an entrance leading directly from the street to occupancies. All numbers shall be assigned to meet the front door openings as nearly as possible.

501.2(3) Numbers Displayed. (1) Except for one and two-family residences, the numbers shall be placed at the front and rear doors.

(2) On the one and two family residences, the numbers shall be displayed on the front of the home.

(3) All building numbers shall be of a suitable weather resistant material, at least three inches in height at residential structures, five inches in height at commercial structures and seven inches in height at industrial structures, of contrasting color and shall be legible from the street, even in darkness.

4-109. AMENDMENTS; PERFORMANCE BOND. An additional section regarding fees entitled Performance Bond is enacted to read as follows:

The Building Official may require from the contractor a good and sufficient surety performance bond in the form as prescribed by the building official in the amount of \$5,000 at the time of issuance of the building permit for significant construction projects. The performance bond shall be issued by a surety company licensed and qualified to operate in the State of Kansas and approved by the City with a duly appointed agent.

Significant Construction Projects are defined as construction projects, which will exceed \$100,000. Also, the Building Official will determine whether a bond will be required and the amount not to exceed \$5,000 for those situations involving individual homeowners filing permit applications for minor buildings, structures, or additions. The Building Official will establish a policy approved by the City Council which delineates the criteria when a bond is necessary.

The performance bond will be approved by the Building Official predicated and guaranteed upon the fact that the permit applicant shall be and is, in fact, a guarantor that the streets and sidewalks in the area that he, she or they are working in, shall remain free and clear of dirt, mud, gravel and other debris. Upon area free and clear of the mud or debris, then the Building Official shall provide notice of same to the permittee.

Upon receipt of such notification, the permittee shall be allowed a period of two hours in which to remedy any and all defects caused by the acts of the contractor. If action has not been taken within the two hour period, or if such action fails to adequately remedy all defects within the affected area, then the Building Official or his her authorized representative may direct the City to perform such duties and assess all "cleanup" charges against the performance bond. The cleanup charge will be based upon the cost to the City for actual cleanup, as determined by the Building Official.

- 4-110. AMENDMENTS TO CHAPTER 11. Chapter 11 of the building code is hereby deleted in its entirety and replaced with the Americans with Disability Act Accessibility Guidelines, Department of Justice Title III, American National Standard- Accessible and Usable Buildings and Facilities ICC/ANSI A117.1-2003 and by Kansas Statute 58-131 *et seq.* which are hereby incorporated by reference.
- 4-111. BUILDING OFFICIAL; POWERS; DUTIES. (a) This and other Articles of the City relating generally to building and structures shall be administered and enforced by the Building Official. The City Administrator shall act as Building Official and may assume the responsibilities of or with the consent and approval of the Governing Body appoint such other assistants as may be advisable for the issuance of building permits and the inspection of building work.
- (b) The Building Official shall prepare such application, permit, inspection and record forms as may be required for the purposes of the article. The Building Official may make and promulgate the necessary rules and regulations to obtain conformity with this Article pertaining to the making of applications for building permits, issuing of building permits and inspecting of buildings and building works.
- 4-112. BUILDING OFFICIAL; APPOINTMENT. The City Administrator may assume the responsibilities of or appoint some qualified officer or employee of the City to be and perform the duties of Building Official as may be required.
- 4-113. SAME; DUTIES. The Building Official shall have the following duties:
- (a) To enforce all regulations relating to construction, alteration, repair, removal and demolition of building and structures;
- (b) May permit, with the approval of the Governing Body, on the basis of duly authenticated reports from recognized sources, the use of new

materials or modes of construction, not provided for in this Article, and may, for the purpose of carrying out the intent of this article adopt an accepted standard of material or workmanlike practices of federal or state bureaus, national, technical organizations or fire underwriters;

(c) To examine all buildings in the process of erection, construction, alteration or relocation in the City for the purpose of determining whether the work is in compliance with the permit given and in compliance with the regulations of the City pertaining to such work, including zoning regulations; and;

(d) To keep comprehensive records of applications, of permits or certificates issued, of inspections made, of reports rendered, and of notices or orders issued. All such records shall be open to public inspection during stated office hours, but shall not be removed from the Office of the Building Official.

4-114. SAME; POWERS. The Building Official shall have the following powers:

(a) To enter any building or structure or premises at any reasonable hour, whether complete or in the process of erection, to perform the duties contained in this Chapter;

(b) To adopt and enforce all such prudent emergency measures as he or she may deem necessary and expedient for the public safety under the laws of the City;

(c) May cause any work done in violation of this Chapter to be discontinued until he or she shall have satisfactory evidence that the work will be done in accordance with the building regulations of the City, subject to the right of any builder or owner to appeal to the Governing Body.

4-115. SAME; RIGHT OF ENTRY. The Building Official or his or her agent, upon proper identification, shall have authority to enter any building, structure or premises at any reasonable hour to perform his or her duties as set out in this Chapter.

4-116. BUILDING PERMIT REQUIRED; APPLICATION; APPROVAL. It shall be unlawful for any person to hereafter erect or cause to be erected within the City any building or structure of any kind or enlarge or add to the outside dimension thereof, or relocate any building or structure already erected or which may hereafter be erected or remodel any building or structure within the City without a building permit being first obtained upon approval by the Building Official or his or her duly authorized assistant. The application for such permit shall be made and the permit obtained before work is commenced upon any building or structure or the foundation thereof, or before the removal of any building begins.

4-117. ADOPTION OF BUILDING PERMIT FEES. Building permit fees, which are on file in the Office of the City Clerk, being marked and designated as the Building Permit Fees, are adopted by reference.

4-118. SAME; POSTING. A copy of the building permit shall be kept on the premises for public inspection during the performance of the work and until the completion of the same. The Building Official may require a certified copy of

the approved plans to be kept on the premises at all times from the commencement of the work to the completion thereof.

4-119. INSPECTIONS OF BUILDING; LAYOUT OF BUILDING; FOUNDATIONS AND FOOTINGS; NOTICE TO INSPECTOR. (a) The contractor or builder having a permit for new construction, or additions to existing buildings, shall notify the Building Official immediately upon the marking or laying out of the site and foundation for such work. The Official shall inspect the layout for conformity with this article and with respect to lot lines, setbacks and location of the proposed buildings to determine conformity with the City zoning regulations. In case of doubt respecting the required location, the chief building official may require an official survey of the lot lines to determine conformity, at the expense of the permit holder.

(b) Upon completion of the excavation for the building foundation and footings and the construction of the necessary forms thereof and before the foundation and footings are poured or laid, the official shall be notified as in the first case, and it shall be his or her duty to inspect all such work for conformity with laws respecting location of the building foundations and footings.

(c) The Building Official shall during the course of all construction make such other inspections as may be necessary during any successive stage of the construction or other work covered by a permit in order to secure compliance with laws pertaining thereto.

4-120. BUILDER OR BUILDING CONTRACTOR DEFINED. (a) A builder or building contractor for purposes of this article shall be any person, firm, co-partnership, corporation, association, or any combination thereof, whether a resident or not of the City which meets any of the criteria identified in this section or is otherwise required to obtain a city business license pursuant to section 5-106(d) of this Code;

(1) Who or which undertakes with or for another, for a fixed sum, price, fee or any compensation other than wages, to build, construct, alter, repair, add to, wreck or move any building or structure (or any portion thereof), or any sidewalk, driveway entrance or structure in any street, or any advertising sign, panel poster or billboard, or any other structure, in the City, for which a building or construction permit may now or hereafter be required by the laws of the City; or

(2) Who or which advertises or represents himself, herself, or itself to the public to have the capacity or ability to undertake, or submit a bid or offer to build, construct, alter, repair, add to or wreck, remove, restore or replace any building, structure or construction work or any portion thereof; or

(3) Who or which builds, constructs, alters, adds to or wrecks any buildings or structures either on his or her own or other property for purposes of sale or speculation.

(b) A builder or building contractor as defined shall not mean or include:

(1) Any subcontractor working under the supervision of a general contractor; or

(2) Any plumbers, gas fitters, electricians, or other specialized occupation for which special licenses or bonds are required by other City laws; or

(3) Any owner or his or her authorized agents or employees making ordinary repairs to his, her or its own building or structure not involving the structural parts of the building for which a permit is not required or on which a contractor, as defined, is not required, employed or engaged to perform; or

(4) Any property owner personally performing any improvements, alterations or building construction within or upon his or her own residence and intended for his or her own personal use and permanent occupancy; provided, the owner shall satisfy the Building Official as to his or her ability to perform such work secure a permit, pay required fees, do work in accordance with this article, and apply for an inspection and receive approval. Personal building construction by an owner under this section shall be by himself, herself, for himself or herself on his or her own residence, without compensation and no person shall be employed to assist him or her in any way on such work except a builder or building contractor licensed by the City.

4-121. BUILDER'S OR BUILDING CONTRACTOR'S LICENSE REQUIRED; BUILDING PERMITS; UNLAWFUL ACTS. (a) Each builder or building contractor shall before entering upon any building or construction work subject to regulation by city laws, apply to the City Clerk for a builder's or building contractor's license and receive the same as hereinafter provided and have in his or her possession a valid license authorizing him, her or it to engage in the trade or occupation of a builder or building contractor in the City.

(b) No permit for any building or construction work shall be issued for any such work to be performed by a builder or building contractor, as defined, who has not first obtained a license upon making a proper application and payment of the license fee as required.

(c) It shall be unlawful for any person, firm, company, association or corporation to enter into a contract or agreement with another so as to bring himself, herself, or itself under the definition of builder or building contractor herein, or to perform any work as a builder or building contractor or any work under a contract for any work involving the construction, wrecking or moving of any building, without first having obtained a builder's or building contractor's license issued by the City.

4-122. SAME; APPLICATION; GRANTING. Application for a builder's or building contractor's license shall be made upon a form to be supplied by the City which shall disclose the name of the applicant, his or her place of business in the city (and home office if a nonresident), the kind of contracting work engaged in (as general contracting, roofing, siding, masonry, plastering, lathing, excavating, waterproofing, metal work, foundation work, sign hanging, cement work and painting and paper hanging, house wrecking or moving and the like). The application shall be signed by the builder or building contractor or his or her authorized agent. The applications shall be, by the Building Official, referred to the City Clerk who shall issue the license upon payment of the fees.

4-123. WORK BY PROPERTY OWNERS. Nothing herein contained shall prohibit any property owner from personally performing any building or construction work within and upon his or her own residence and intended for his or her personal use and occupancy. Personal building or construction performed by an owner under this Section shall be by himself, herself, for

himself or herself on his or her own residence, without compensation and no person shall be employed to assist him or her in any way on such work except a builder or building contractor licensed by the City.

4-124. LIABILITY. This Article shall not be construed to relieve from any liability or lessen the liability of any person performing any activity connected herewith, nor shall the City be held as assuming any liability by reason of any inspection authorized herein, by reason of any certificate of inspection issued by it or by reason of any permit or license granted herein.

4-125. LICENSE SUSPENSION; REVOCATION; APPEAL; UNLAWFUL ACTS.
(a) The license of any builder or building contractor may be suspended temporarily, for a period of not to exceed 30 days at any one time by the Building Official upon his or her own motion or upon a complaint of the official. Notice shall be given in writing to such building or building contractor giving reasonable notice of a time of hearing of the complaint or the matter alleged against such builder or building contractor involving any one or more of the following:

- (1) Misrepresentation of a material fact by applicant in obtaining a license;
 - (2) Use of license to obtain a building permit for another;
 - (3) Failure or neglect to observe conditions of permit authorizing encumbering of streets or sidewalks for safety of public;
 - (4) Performance of any building construction work without a permit where one is required by law; or
 - (5) Willful disregard of any violation of the building construction laws, or failure to comply with any lawful order of the City Building Official;
- Such hearing shall be held within 10 days of presentation of the notice to the builder or building contractor.

(b) Any licensee may within 10 days appeal in writing to the Board of Code Appeals from any order of the Building Official suspending his or her license for its final decision thereon. The Board of Code Appeals may upon such hearing terminate such suspension within not more than 30 days thereafter, or may revoke such license. If any license shall be revoked, the builder or building contractor shall not be eligible for a new license during a period of six months thereafter. No fee shall be refunded in event of the suspension or revocation of any builders or building contractor's license.

(c) Any licensee may appeal the Board of Code Appeals' decision to the Governing Body within 10 days of the Board of Code appeals rendering its decision.

(d) It shall be unlawful to engage in the occupation or trade of builder or building contractor during the time any license of such builder or building contractor has been suspended or revoked.

4-126. SEVERABILITY. If any section of the International Building Code or of this Article shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, then such section shall be considered separate and apart from the remaining sections, the Section to be completely severable from the remaining provisions which shall continue in full force and effect.

Section II. **Take Effect.** That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2007.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer., Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

ORDINANCE 2140

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 2 ENTITLED "ELECTRICAL CODES" TO INCORPORATE BY REFERENCE THE "NATIONAL ELECTRICAL CODE NFPA-70", 2005 EDITION AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER"

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

Section 1.

Article 2 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 2. ELECTRICAL CODE

4-201. **DEFINITIONS.** For the purpose of this article, the words and phrases used herein shall have the meanings ascribed to them in this Section, unless the context clearly indicates to the contrary.

(a) Approved shall mean approved by the Building Official, the electrical inspector or his or her designee.

(b) Authorized person shall mean any individual, firm or corporation who or which is licensed under the provisions of this article to do the work as permitted under the specified provisions of this article.

(c) City shall mean the territory within the corporate limits of this City.

(d) Conductor shall mean a wire or cable or other form of metal suitable for carrying the electric current or potential.

(e) Electrical construction or installation shall mean and include all work and materials used in installing, maintaining or extending a system of electrical wiring and all appurtenances, apparatus or equipment used in connection therewith, inside or attached to any building, structure, lot or premises, except industrial plants where fulltime maintenance is provided and other agencies providing inspections of installations and facilities. Electrical construction shall not be held to mean or include any of the following:

(1) The replacement of lamps, fuses, bulbs or the connection of portable electrical equipment to suitable permanently installed receptacles and replacement of receptacles and switches, lighting fixtures and apparatus where no changes or alterations are made to the wiring;

(2) Any work involved in the manufacturing, repair or testing of any electrical equipment or apparatus, but not including any permanent wiring; or

(3) Any work in industrial establishments where inspections come under the scope of other inspection agencies.

(f) Equipment shall mean conductors, materials, fittings, devices, appliances, fixtures, apparatus, motors and the like, used as a part of or in connection with an electrical installation.

(g) Inspector shall mean the building official or any individual who has been appointed by the City as electrical inspector.

(h) Person shall mean a natural person, his or her heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors, assigns, or the agent of any of the aforesaid.

(i) Special permission shall mean the written consent of the Building Official or the electrical inspector.

(j) Special ruling shall mean a written ruling filed in the Office of the Building Official or the electrical inspector.

4-202. **ADOPTION OF NATIONAL ELECTRICAL CODE.** There is hereby adopted and incorporated by reference that certain Electrical Code known as the "National Electrical Code, 2005 Edition" copyrighted in 2004 by the National Fire Protection Association, (hereinafter collectively referred to as the "Electrical Code"), except for the amendments provided in section 4-202a of this chapter. Not less than three copies of the Electrical Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2140." A copy of this ordinance shall be attached to each "Electrical Code" copy and shall be filed with city hall to be open for inspection and available to the public at all reasonable business hours. The police department, municipal judges, and all administrative departments of the city charged with the enforcement of the

electrical code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.

- 4-202a **AMENDMENTS TO NATIONAL ELECTRICAL CODE, 2005 EDITION.**
- (a) 230-40, EXC. 3 is hereby deleted in its entirety.
 - (b) Electrical permit fees is hereby established to read as follows: The fee for each permit shall be as set forth in Section 4-117 of the City code.
 - (c) 110-5 Conductors. Conductors normally used to carry current within all structures within the city shall be of copper material, unless the American Wire Gauge (AWG) is number four AWG, or larger.
Conductors sized number four AWG, or larger, may be of any materials specified in this Code, and shall be subject to all applicable Code provisions for the conductor type of material.
 - (d) Section 230-70(a). Service entrance conductors are to be protected with a fused service disconnect outside the building, when the conductors length between a metering device and panel exceeds 12 feet.
- 4-203. **ADMINISTRATION.** (a) Application and Scope. The provisions of the electrical code shall apply to all new construction, to relocated buildings, to any alterations, repairs or reconstruction of existing installations, and to all persons doing electrical work, within the City except as provided for otherwise in this article.
- (b) Department Having Authority. The office of the administrative authority shall be the Codes Administration Department of the City and shall be referred as the Department in this article.
 - (c) Duties of the Building Official. The Building Official or his or her designee shall maintain public office hours necessary to efficiently administer and enforce the provisions of this Article and all other Articles governing the placing and installation of electrical wiring and appliances in the City and for that purpose shall hereby be granted special police powers necessary thereof.
 - (d) Right of Entry. The Building Official shall carry proper credentials and shall have the right of entry into any building or structure, or upon any premises, at all reasonable time, whenever necessary to make an inspection to enforce any provision of the electrical code, or whenever there is reasonable cause to believe that there exists an unsafe condition defined by Section 4-203(e); provided that, if at the time of inspection the owner, occupant, or any other person having charge, care, control of the building or premises is present, proper credentials must first be presented and consent obtained; or if such building or premises is unoccupied at the time of inspection, a reasonable effort must first be made to locate the owner or occupant or any other person having charge, care or control of the building or premises and consent obtained. If entry is refused, recourse may be made to every remedy provided by law to secure entry, including but not limited to: obtaining a proper warrant or filing a complaint in municipal court for violation of this subsection.
 - (e) Reasonable Cause. As used herein, reasonable cause shall exist under, but is not limited to the following circumstances:
 - (1) When a complaint, made in writing, executed under oath and based upon the personal knowledge of the one making the complaint, is filed with the Building Official, stating in the building or premises to be inspected, there exists an unsafe condition stating particularly the conditions of the building premises upon which the complainant bases his or her assertion, and such conditions, if in fact exists, would be in violation of the Code.
 - (2) When there is known to the building inspector, after reasonable inquiry, and a viewing of reasonable attempts to view the premises or building by him or her, an apparent state of facts which would induce, in a reasonably intelligent and prudent person having expertise of the building inspector, a belief that there exists an unsafe condition in the building premises, which is dangerous or hazardous to the life, limb, property or safety of the public or of the occupants.
- 4-204. **INSPECTIONS.** The Building Official may inspect all electrical systems and may order changes in workmanship and materials to ensure compliance with all the requirements of the electrical code and shall inspect any work covered by a permit issued pursuant to this Article. The building official may issue orders to cease work and all utilities to be disconnected when violations of the Electrical Code or hazards exist.

(a) Notification. It shall be the duty of the person doing the work authorized by the permit to notify the Building Official, verbally or in writing, that the work is ready for inspection.

(b) Visibility for Inspection. The Building Official shall have authority to remove or cause to be removed any insulation, sheetrock, or other materials, which may interfere with the proper inspection thereof. Any loss incurred by such action shall not be the responsibility of the City.

4-205. **DISCONTINUING SERVICE.** When any portion of any electrical system which the Building Official is required to inspect by the provisions of the electrical code (or any other ordinance of the City) is found to be in violation of the requirements thereof or there is a finding based on reasonable cause that an unsafe condition exists as provided under Section 4-203(e), and the condition thereby related is dangerous or hazardous to life, limb, property or safety of the public or of the occupants, the Building Official may immediately direct the power company to discontinue electrical service to such premises until the appropriate repairs have been made and such work has been inspected and approved. Cost of disconnecting shall be assessed against the property. A written notice shall be addressed to the owner, agent or person responsible for the premises in which the conditions exist and shall specify the date and time for compliance with such order. Refusal, failure or neglect to comply with any notice or order shall be considered a violation of the electrical code.

4-206. **PERMITS AND LICENSES.** (a) Permits. Every person before engaging upon construction of any electrical, remote-control, signaling, power limited circuits, wiring devices or equipment in or on any new building, or any original installation or any alteration in or on any existing building shall make application to and pay fees to the City for a construction permit describing the proposed work, and prior to commencement of the work, the applicant shall receive authorization to proceed therewith from the Building Official.

(1) A separate permit shall be obtained for each building or structure.

(2) No person shall allow any other person to do or cause to be done any work under a permit except persons in his or her employ who are properly licensed or supervised as provided by the electrical code.

(3) The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or any approval of, any violation of any of the provisions of the electrical code. No permit presuming to give authority to violate or cancel the provisions of the electrical code shall be valid, except insofar as the work or use which it authorizes is legal.

(4) The issuance or granting of a permit or approval of plans shall not prevent the Building Official from thereafter requiring corrections of errors in the plans and specifications, or from preventing construction operations when in violation of the electrical code or of any other ordinance, or from revoking any certificate of approval when issued in error.

4-207. **UNLAWFUL ACTS.** It shall be unlawful for any person to do any of the following:

(a) To perform or caused to be performed any electrical work in the City, which requires a permit without having first secured the appropriate permit from the City.

(b) For any person to conduct, carry on or engage in the business of electrical contracting without having first obtained a valid, current contractor's license for the city, provided however, that any person who owns and resides within a single-family dwelling in the City may physically and personally perform electrical work upon that same dwelling without having obtained a license or the required licensing, however this does not exempt such person from obtaining a permit pursuant to Section 4-206.

(c) For a person or person through negligence or indifference to knowingly create an electrical hazard and/or allow an electrical hazard to exist.

(d) To violate any other provisions of this Article.

4-208. **ELECTRICIAN OR ELECTRICAL CONTRACTORS DEFINED.** (a) An electrician or electrical contractor for purposes of this Article shall be any person, firm, co-partnership, corporation, association, or any combination thereof, whether a resident or not of the City:

(1) Who or which undertakes with or for another, for a fixed sum, price, fee or any other compensation to install, construct, alter, repair, add to, or move any electrical installation or performs any electrical construction work in the City, for which an electrical construction permit may now or hereafter be required by the laws of the City; or

(2) Who or which advertises or represents himself, herself, or itself to the public to have the capacity or ability to undertake, or submit a bid or offer to install, construct, alter, repair, add to, remove, restore or replace any electrical installation or perform any electrical construction work; or

(3) Who or which installs, constructs, alters, adds to or removes any electrical installation or performs any electrical construction work either on his or her own or other property for purposes of sale or speculation.

(b) An electrician or electrical contractor as defined shall not mean or include:

(1) Any owner or his or her authorized agents or employees making ordinary repairs to his, her or its own building or structure not involving electrical construction and for which a permit is not required or on which an electrician or electrical contractor, as defined, is not required, employed or engaged to perform; or

(2) Any property owner personally performing any improvements, alterations or electrical construction within or upon his or her own residence and intended for his or her own personal use and permanent occupancy; provided, the owner shall satisfy the electrical inspector as to his or her ability to perform such work, secure a permit, pay required fees, do work in accordance with this article, and apply for an inspection and receive approval. Personal electrical construction by an owner under this Section shall be by himself, herself, for himself or herself on his or her own residence, without compensation and no person shall be employed to assist him or her in any way on such work except an electrician or electrical contractor licensed by the City.

4-209. ELECTRICIAN'S OR ELECTRICAL CONTRACTOR'S LICENSE REQUIRED; ELECTRICAL PERMITS; UNLAWFUL ACTS. (a) Each electrician or electrical contractor shall before entering upon any electrical construction work subject to regulation by city laws, apply to the City Clerk for an electrician's or electrical contractor's license and receive the same as hereinafter provided and have in his or her possession a valid license authorizing him, her or it to engage in the trade or occupation of electrician or electrical contractor in the City.

(b) No permit for any electrical construction work shall be issued for any such work to be performed by an electrician or electrical contractor, as defined, who has not first obtained a license upon making a proper application and payment of the license fee as required.

(c) It shall be unlawful for any person, firm, company, association or corporation to enter into a contract or agreement with another so as to bring himself, herself, or itself under the definition of an electrician or electrical contractor herein, or to perform any work as an electrician or electrical contractor or any work under a contract for any work involving electrical construction, without first having obtained an electrician's or electrical contractor's license issued by the City.

4-210. SAME; APPLICATION; GRANTING. Application for an electrician's or electrical contractor's license shall be made upon a form to be supplied by the City which shall disclose the name of the applicant, his or her place of business in the City (and home office if a nonresident) and the kind of contracting work engaged in. The application shall be signed by the electrician or electrical contractor or his or her authorized agent. Such license shall be issued by the city clerk, upon payment of the fees hereinafter provided after approval of the governing body. The applications shall be, by the Building Official, referred to the City Clerk who shall issue the license upon payment of the fees.

4-211. LICENSE SUSPENSION; REVOCATION; APPEAL; UNLAWFUL ACTS. (a) The license of any electrician or electrical contractor may be suspended temporarily, for a period of not to exceed 30 days at any one time, by the Building Official upon his or her own motion or upon a complaint of the city electrical inspector. Notice shall be given in writing to such electrician or electrical contractor giving reasonable notice of a time of hearing of the

complaint or the matter alleged against such electrician or electrical contractor involving any one or more of the following:

- (1) Misrepresentation of a material fact by applicant in obtaining a license;
- (2) Use of license to obtain an electrical permit for another;
- (3) Failure or neglect to observe conditions of permit authorizing encumbering of streets or sidewalks for safety of public;
- (4) Performance of any electrical construction work without a permit where one is required by law; or
- (5) Willful disregard of any violation of the electrical construction laws, or failure to comply with any lawful order of the city electrical inspector.

Such hearing shall be held within 10 days of presentation of said notice to the builder or building contractor.

(b) Any licensee may within 10 days appeal in writing to the Board of Code Appeals from any order of the Building Official suspending his or her license for its final decision thereon. The Board of Code Appeals may upon such hearing terminate such suspension within not more than 30 days thereafter, or may revoke such license. If any license shall be revoked, the electrician or electrical contractor shall not be eligible for a new license during a period of six months thereafter. No fee shall be refunded in event of the suspension or revocation of any electricians or electrical contractor's license.

(c) Any licensee may appeal the Board of Code Appeals' decision to the Governing Body within 10 days of the Board of Code Appeals rendering its decision.

(d) It shall be unlawful to engage in the occupation or trade of electrician or electrical contractor during the time any license of such electrician or electrical contractor has been suspended or revoked.

4-212. **WORK BY PROPERTY OWNERS.** Nothing herein contained shall prohibit any property owner from personally performing any electrical construction or installing electrical wiring or equipment within and upon his or her own residence and intended for his or her personal use and occupancy; provided, the owner shall satisfy the electrical inspector as to his or her ability to perform such work or install such electrical wiring, secure a permit, pay required fees, do work in accordance with this article, and apply for an inspection and receive a certificate of approval. Personal electrical construction or installation performed by an owner under this Section shall be by himself, herself, for himself or herself on his or her own residence, without compensation and no person shall be employed to assist him or her in any way on such work except an electrician or electrical contractor licensed by the City.

4-213. **APPROVED MATERIALS.** No electric materials for wiring of appliances or equipment shall be installed in the City unless they are in conformity with the provisions of this article and with the approved standards of construction for safety to life and property. Conformity of materials for wiring appliances and equipment to the standards of the Underwriters Laboratories, Inc. shall be prima facie evidence that the materials, devices, appliances and equipment comply with the requirements of this article.

4-214. **LIABILITY.** This Article shall not be construed to relieve from or lessen the responsibility or liability of any party owning, operating, controlling or installing any electrical equipment for damages to persons or property caused by any defect therein, nor shall the City be held as assuming any such liability, by reason of the inspection or re-inspection authorized herein, or the certificate of approval of any work or equipment authorized herein or by reason of any permit or license granted herein.

4-215. **SEVERABILITY.** If any Section of the National Electrical Code or of this Article shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, then such Section shall be considered separate and apart from the remaining provisions of the National Electrical Code or of this article, the Section is to be completely severable from the remaining provisions which shall continue in full force and effect.

4-216. **UNLAWFUL ACTS.** It shall be unlawful for any person to do any of the following:

- (a) To perform or cause to be performed any electrical work in the City which requires a permit without having first secured the appropriate permit from the City.
- (b) For any person to conduct, carry on or engage in the business of electrical contracting without having first obtained a valid, current contractor's license for the city.
- (c) For a person or persons through negligence or indifference to knowingly create an electrical hazard and/or allow an electrical hazard to exist.
- (d) To violate any other provisions of this article.
- (e) Any person who owns and resides within a single family structure may perform electrical work upon that same structure without having obtained an electrical licensing or the required licensing, however, this does not exempt the requirement for a permit to perform the work.

SECTION II.

This Ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2007.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer., Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

ORDINANCE 2141

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 3 ENTITLED "PLUMBING CODE" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL PLUMBING CODE", 2006 EDITION AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER"

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

Section I.

Article 3 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 3. PLUMBING CODE

- 4-301. DEFINITION OF PLUMBING. The term plumbing as used in this article shall be construed to mean the installation of gas lines, water pipes, fixtures, apparatus and the necessary connections either for supplying gas or water to premises or for the removing of liquid and water-borne wastes from premises in the City, or both such purposes, and shall also denote installed fixtures, drainage and vent systems and gas or water distribution systems as the case may be.
- 4-302. ADOPTION OF THE INTERNATIONAL PLUMBING CODE, 2006 EDITION. There is hereby adopted and incorporated by reference that certain plumbing code, known as the "International Plumbing Code," 2006 Edition, and copyrighted 2006 by the International Code Council, Inc., including Appendices B, D, E and G (hereinafter referred to as the plumbing code) except for the amendments provided in section 4-303 of this article. Not less than three copies of said plumbing code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2141." A copy of this ordinance shall be on file at city hall, open for inspection and available to the public at all reasonable business hours. The police department, municipal judges, and all administrative departments of the city charged with the enforcement of the International Plumbing Code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.
- 4-303. AMENDMENTS TO THE INTERNATIONAL PLUMBING CODE.
- (a) Section 101.1 entitled Title, is hereby amended to read as follows:
Title. These regulations shall be known as the international plumbing code of the City of Prairie Village, hereinafter referred as the plumbing code.
- (b) Section 106.6.1, entitled Work Commencing Before Permit Issuance, is hereby amended to read as follows:
Any person who commences any work on a plumbing system before obtaining the necessary permits may be subject to 100% of the usual permit fee, in addition to the required permit fees, provided, however, that this provision shall not apply to emergency work when it shall be proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit thereof before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so, and if there be an unreasonable delay in obtaining such permit, a double fee as herein provided may be charged.
- (c) Section 106.6.2, entitled Fee Schedule is hereby amended to read as follows:
The fees for all plumbing work shall be indicated in the following: Cost of Permit. Every applicant for a permit to do work regulated by this Code shall state in writing, on the application form provided for that purpose, the scope of the plumbing work, together with such information, pertinent thereto, as may be required.
Such applicant shall pay for each permit, at the time of issuance, a fee in accordance with the fee schedule as adopted by the City.
- (d) Section 108.4 entitled Violation Penalties is hereby amended to read:
Violation penalties of this code shall be declared a nuisance and shall be subject to the provisions of the City Code entitled Nuisances and Unsafe Structures.
- (e) Section 109.2.1 entitled "Qualifications," is hereby deleted in its entirety.

(f) Section 109.2, entitled "Membership of Board," is hereby deleted in its entirety.

(g) Section 305.6.1 entitled "Sewer Depth," shall be amended to include the following:

The burial depth for exterior sewer and lateral lines shall be in conformance with standards established and enforced by the wastewater division of the County of Johnson County, Kansas.

(h) Section 404, entitled "Accessible Plumbing Facilities," shall be deleted in its entirety, and replaced with "Americans With Disability Act Accessibility Guidelines," Department of Justice, Title III, American National Standard-Accessible and Usable Buildings and Facilities ICC/ANSI 117.1-2003 and by Kansas Statute K.S.A. 58-1301 *et seq.*, hereby incorporated by reference.

(i) Section 904.1, entitled "Roof Extension," shall be amended to include the following:

All open vent pipes that extend through a roof shall be terminated at least six inches above the roof, except where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least seven feet above the roof.

4-304. BUILDING OFFICIAL; AUTHORITY. The Building Official or his or her authorized designee shall be responsible for the administration and enforcement of this Article in accordance with Section 4-104 of this chapter, which apply in a like manner to this Article.

4-305. BUILDING OFFICIAL; APPOINTMENT. The City Administrator may assume the responsibilities of or appoint some qualified officer or employee of the City to be and perform the duties of Building Official or his or her designee as may be required.

4-306. SAME; DUTIES. The Building Official or his or her designee shall have the following duties:

(a) To enforce all regulations relating to plumbing construction, alteration, repair or removal;

(b) May permit, with the approval of the Governing Body, on the basis of duly authenticated reports from recognized sources, the use of new materials or modes of construction, not provided for in this article, and may, for the purpose of carrying out the intent of this article adopt an accepted standard of material or workmanlike practices of federal or state bureaus, national, technical organizations or fire underwriters;

(c) To examine all buildings in the process of erection, construction, alteration or relocation in the City for the purpose of determining whether the work is in compliance with the plumbing permit given and in compliance with the regulations of the city pertaining to such work, including zoning regulations; and

(d) To keep comprehensive records of applications, of permits or certificates issued, of inspections made, of reports rendered, and of notices or orders issued. All such records shall be open to public inspection during stated office hours, but shall not be removed from the Office of the Building Official or his or her designee without his or her written consent.

4-307. SAME; POWERS. The Building Official or his or her designee shall have the following powers:

(a) To enter any building or structure or premises at any reasonable hour, whether complete or in the process of erection, to perform the duties contained in this Chapter;

(b) To adopt and enforce all such prudent emergency measures as he or she may deem necessary and expedient for the public safety under the laws of the City;

(c) May cause any work done in violation of this Chapter to be discontinued until he or she shall have satisfactory evidence that the work will be done in accordance with the plumbing regulations of the city, subject to the right of any plumber, plumbing contractor or owner to appeal to the Governing Body.

4-308. SAME; RIGHT OF ENTRY. The Building Official or his or her designee, upon proper identification, shall have authority to enter any building, structure or premises at any reasonable hour to perform his or her duties as set out in this Chapter.

- 4-309. CLARIFICATION; MODIFICATION. (a) The Board of Code Appeals shall be the final determiner of the scope and meaning of all provisions of the plumbing code which may be unclear, ambiguous, or requiring interpretation.
- (b) The Building Official or his or her designee shall have power to modify any of the provisions of the plumbing code upon application in writing by the owner or lessee or his or her authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the Code. In approving modifications, the Building Official or his or her designee shall see that the spirit of the Code is observed, public safety secured and substantial justice done. The particulars of a modification when granted or allowed and the decision of the Building Official or his or her designee thereon shall be entered upon the records of the Building Official and a signed copy shall be furnished to the applicant.
- 4-310. PLUMBING PERMIT REQUIRED; EXCEPTION. (a) It shall be unlawful to install, alter or reconstruct any plumbing or plumbing system, as defined by the plumbing code and Section 4-301, in any building in the City without first making application to and receiving a permit from the Building Official or his or her authorized assistant. The application for such permit shall be made and the permit obtained before any plumbing work is commenced.
- (b) No permit shall be required for making minor repairs of any plumbing including repair of leaks in water pipes, traps or cocks, opening up stoppage in waste or supply pipes, traps or drains, replacing fixtures when waste pipes are not disturbed, or replacing frozen pipes inside the building, and like repair work not involving original installation or reconstruction.
- 4-311. SAME; FEES. Every applicant for a permit to do work regulated by this Code shall pay for each permit, at the time of issuance, a fee in accordance with the fee schedule as adopted by the City which may be amended from time to time. When required by the Building Official, a plan review fee may be charged in addition to a permit fee.
- 4-312. REQUEST FOR INSPECTION. Upon the completion of any plumbing work covered by this article, it shall be the duty of the person doing such work to notify the plumbing inspector and request that it be inspected; after which such work shall be inspected promptly as hereinafter provided. Upon completion of the inspection, the Building Official will provide approval with a written report of the results of the inspection indicating whether the work complies with codes or further inspection is required.
- 4-313. INSPECTION; CONCEALMENT OF PRIOR WORK. (a) When any plumbing is to be hidden from view by the permanent placement of parts of the building, the person, firm or corporation installing the plumbing shall notify the Building Official or his or her designee and such equipment shall not be concealed until it has been inspected, approved or authorized by the building official or his or her designee. On large installations, where the concealment of plumbing proceeds continuously, the person, firm or corporation installing the plumbing shall give the Building Official or his or her designee due notice and inspections shall be made periodically during the progress of the work.
- (b) The Building Official or his or her designee shall have the authority to require owners or contractors to open such work which, in any manner, conceals plumbing that has been closed without his or her knowledge or permission, and in no case shall the inspector issue a certificate of approval until satisfied that the work is in accordance with the provisions of this Article. The inspector shall also have the right to refuse to issue a certificate of approval on any plumbing, that is concealed in such manner that it cannot be fully determined that it has been done in accordance with this Article.
- 4-314. CONNECTION TO GAS OR WATER SUPPLY. It shall be unlawful for any person, firm, or corporation to make connection to a supply of gas or water for which an inspection is required, or which has been disconnected by the order of the Building Official or his or her designee, until authority for such connection has been issued by the Building Official or his or her designee authorizing the connection and use of such plumbing or plumbing system. The plumbing inspector may, at his or her discretion, authorize a temporary connection.

- 4-315. **PLUMBER OR PLUMBING CONTRACTOR; DEFINED.** (a) A plumber or plumbing contractor shall mean:
- (1) Any person engaged in the business of installing, altering, maintaining, or repairing plumbing, which shall include all materials and plumbing fixtures, water pipes, portable water treatment equipment, traps, drainage and vent piping, and building drains, including their respective points, connections, devices, receptacles and appurtenances located within the property lines of any premises or in any building.
 - (2) Any gasfitter or person engaged in the business of installing, altering, or repairing fuel gas piping, gas systems or fixtures.
- (b) A plumber or plumbing contractor as defined in subsection (a) of this Section shall not mean or include the owner of a residence who personally installs plumbing piping or equipment within and upon his or her own residence and intended for his or her own personal use and permanent occupancy; provided, the owner shall satisfy the plumbing inspector as to his or her ability to install such piping or equipment, secure a permit, pay required fees, do work in accordance with this article, and apply for an inspection and receive approval. Personal installation by an owner under this Section shall be himself, herself, for himself or herself on his or her own residence, without compensation and no person shall be employed to assist him or her in any way on such work except a plumber or plumbing contractor licensed by the City.
- 4-316. **PLUMBER'S OR PLUMBING CONTRACTOR'S LICENSE REQUIRED; PLUMBING PERMITS; UNLAWFUL ACTS.** (a) Each plumber or plumbing contractor shall before entering upon any plumbing work subject to regulation by city laws, apply to the City Clerk for a plumber's or plumbing contractor's license and receive the same as hereinafter provided and have in his or her possession a valid license authorizing him, her or it to engage in the trade or occupation of a plumber or plumbing contractor in the City. He or she from time to time shall establish standards which shall be kept on file in the building official's office and which shall apply to all applicants.
- (b) No permit for any plumbing work shall be issued for any such work to be performed by a plumber or plumbing contractor, as defined, who has not first obtained a license upon making a proper application and payment of the license fee as required.
- (c) It shall be unlawful for any person, firm, company, association or corporation to enter into a contract or agreement with another so as to bring himself, herself, or itself under the definition of a plumber or plumbing contractor herein, or to perform any work as a plumber or plumbing contractor or any work under a contract for any work involving plumbing construction, without first having obtained a plumber's or plumbing contractor's license issued by the City.
- 4-317. **LICENSE SUSPENSION; REVOCATION; APPEAL; UNLAWFUL ACTS.** (a) The license of any plumber or plumbing contractor may be suspended temporarily, for a period of not to exceed 30 days at any one time, by the Building Official upon his or her own motion or upon a complaint of the city plumbing inspector. Notice shall be given in writing to such plumber or plumbing contractor giving reasonable notice of a time of hearing of the complaint or the matter alleged against such plumber or plumbing contractor involving any one or more of the following:
- (1) Misrepresentation of a material fact by applicant in obtaining a license;
 - (2) Use of license to obtain a plumbing permit for another;
 - (3) Failure or neglect to observe conditions of a permit authorizing encumbering of streets or sidewalks for safety of public;
 - (4) Performance of any plumbing work without a permit where one is required by law; or
 - (5) Willful disregard of any violation of the plumbing laws, or failure to comply with any lawful order of the city plumbing inspector.
- (b) Any licensee may within 15 days appeal in writing to the Board of Code Appeals from any order of the Building Official suspending his or her license for its final decision thereon. The Board of Code Appeals may upon such hearing terminate such suspension within not more than 30 days thereafter, or may revoke such license. If any license shall be revoked, the plumber or plumbing contractor shall not be eligible for a new license during a

period of six months thereafter. No fee shall be refunded in event of the suspension or revocation of any plumber's or plumbing contractor's license.

(c) It shall be unlawful to engage in the occupation or trade of plumber or plumbing contractor during the time any license of such plumber or plumbing contractor has been suspended or revoked.

4-318. EXCAVATIONS. When it appears that the laying or repairing of any water or sewer pipes or the making of any connection therewith shall require excavation in any street, alley or public way of the City or the cutting or removal of any pavement, curb or gutter or any sidewalk, during the course of such work. The applicant for a permit shall apply for the proper permit from the Department of Public Works. Before the Public Works Director shall issue any permit for such work, the applicant shall pay any fee required by this Code.

Every person who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley or other right-of-way and leaves any part or portion thereof open or leaves any part or portion thereof obstructed with rubbish, building or other material during the night time, shall cause the same to be enclosed with good, substantial and sufficient barriers not less than three feet in height and cause sufficient amber lights to be securely attached to barriers and conspicuously posted in or near such excavation, building material or obstruction, providing such obstruction does not extend more than 10 feet in length and if over 10 feet and less than 50 feet in length, two amber lights, one at each end plus sufficient mid-length amber lights, shall be so placed and one additional amber light for each additional 50 feet or part thereof and shall keep such lights burning from sunset to sunrise.

Whenever a person excavates the full width of any street, alley, sidewalk or other right-of-way, it shall be his or her duty to maintain a substantial walkway or driveway across the excavation until it is backfilled.

If an excavation in the street cannot be immediately backfilled, a temporary steel plate may be used to maintain traffic flow. All temporary steel plates shall be set flush with the existing roadway and shall be secured to prevent any movement horizontally or vertically with asphalt around the edges of the plate to provide a smooth transition from street surface to plate surface. No plate shall be left in place for more than 48 hours.

4-319. WORK BY PROPERTY OWNERS. Nothing herein contained shall prohibit any property owner from personally installing plumbing piping or equipment within and upon his or her own residence and intended for his or her personal use and permanent occupancy; provided, the owner shall satisfy the plumbing inspector as to his or her ability to install such piping or equipment, secure a permit, pay required fees, do work in accordance with this article, and apply for an inspection and receive approval. Personal installation by an owner under this Section shall be by himself, herself, for himself or herself on his or her own residence, without compensation and no person shall be employed to assist him or her in any way on such work except a plumber or plumbing contractor licensed by the City.

4-320. APPROVED MATERIALS. No plumbing materials, appliances or equipment shall be installed in the City unless they are in conformity with the provisions of this Article and with the approved standards of construction for safety to life and property. Conformity of materials for plumbing materials, appliances and equipment to the standards of the Underwriters Laboratories, Inc. shall be prima facie evidence that the materials, devices, appliances and equipment comply with the requirements of this article.

4-321. LIABILITY. This Article shall not be construed to relieve from or lessen the responsibility or liability of any party owning, operating, controlling or performing any plumbing construction for damages to persons or property caused by any defect therein, nor shall the City be held as assuming any such liability, by reason of the inspection or re-inspection authorized herein, or the certificate of approval of any work or equipment authorized herein or by reason of any permit or license granted herein.

4-322. SEVERABILITY. If any section of the International Plumbing Code or of this article shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, then such Section shall be considered separate and

apart from the remaining provisions of the International Plumbing Code or of this article, the Section is to be completely severable from the remaining provisions which shall continue in full force and effect.

Section II. Take Effect. That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2007.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer., Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

ORDINANCE 2142

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 6 ENTITLED "INTERNATIONAL MECHANICAL CODE" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL MECHANICAL CODE", 2006 EDITION AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER"

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

Section I.

Article 6 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 6. INTERNATIONAL MECHANICAL CODE

4-601. ADOPTION OF INTERNATIONAL MECHANICAL CODE. There is hereby adopted and incorporated by reference that certain International Mechanical Code, 2006 edition and copyrighted in 2006 by the International Code Congress, including Appendix A thereof (hereinafter referred to as the Mechanical Code), except for the amendments provided in section 4-602 of this article. Not less than three copies of the Mechanical Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2142." A copy of this ordinance shall be attached to each mechanical code copy and shall be filed with city hall to be open for inspection and available to the public at all reasonable business hours. The police department, municipal judges, and all administrative departments of the city charged with the enforcement of such mechanical code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.

4-602. AMENDMENTS TO INTERNATIONAL MECHANICAL CODE. (a) Section 106.5.2 of the Mechanical Code, entitled Fee Schedule is hereby amended to read as follows:

(b) Cost of Permit. Every applicant for a permit to do work regulated by this Code shall state in writing, on the application form provided for that purpose, the character of work proposed to be done and the amount and kind in connection therewith, together with such information, pertinent thereto, as may be required.

Such applicant shall pay for each permit, at the time of issuance, a fee in accordance with the fee schedule as adopted by the City and set forth in Section 4-117.

Any person who shall commence any work for which a permit is required by this Code without first having obtained a permit thereof shall pay double the permit fee. Provided, however, that this provision shall not apply to emergency work when it shall be provided to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit thereof before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so, and if there be an unreasonable delay in obtaining such permit, a double fee as herein provided shall be charged.

(b) Section 106.5.3(2) of the Mechanical Code, entitled "Fee Refunds," is hereby amended to include: The Building Official may authorize a refund of not more than 80% of the permit fee when no work has been done under a permit issued in accordance with this Code.

(2) No permit fee may be refunded if work has commenced on a project.

Section II. Take Effect. That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2007.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer., Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

ORDINANCE 2143

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 7 ENTITLED "INTERNATIONAL RESIDENTIAL CODE" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL RESIDENTIAL CODE", 2006 EDITION AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER"

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

Section I.

Article 7 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 7. INTERNATIONAL RESIDENTIAL CODE

- 4-701. **ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2006 EDITION.** In addition to the other provisions set forth in this chapter, there is hereby adopted and incorporated by reference that certain building code known as the "International Residential Code", 2006 edition, copyrighted in 2006 by the International Code Council, (hereinafter referred to as the "Building Code") except for the amendments provided in this chapter. Not less than three copies of the building code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2143." A copy of this ordinance shall be attached to each of the three copies of the International Residential Code and shall be filed with city hall to be open for inspection and available to the public at all reasonable business hours. The police department, municipal judges and all administrative departments of the city charged with the enforcement of the building code shall be supplied, at cost to the city with such numbers of official copies similarly marked as deemed expedient.
- 4-702. **DUTIES AND POWERS OF THE BUILDING OFFICIAL.** Section 104.1 of the Building Code is hereby amended to read as follows: The building official is hereby authorized and directed to enforce all the provisions of this code. For such purposes, the building official shall have the power of a law enforcement officer in order to issue complaints with the municipal court, when or if necessary. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.
- 4-703. **ISSUANCE OF PERMITS TO LICENSED OR REGISTERED CRAFTSMEN.** Section 105.3 of the Building Code is hereby amended by adding a new requirement 105.3(8) to read as follows: Permits for mechanical, plumbing and electrical work shall be issued only to individuals or persons responsible to a company or organization that is the legal possessor of a valid and current certificate of competency issued by the State. The certificates of competency received by any person who successfully passed an examination designated by K.S.A. 12-1508 or 12-1525, and amendments thereto, shall be valid proof of competency for licensing, without additional examination, in any other county or City of the State which requires licenses for plumbers, electricians and mechanical heating and ventilating contractors practicing in such City. Permits may be issued to homeowners doing plumbing, mechanical or electrical work in their own residence who do not possess a valid license or certificate.
- 4-704. **AMENDMENTS TO SECTION 105.5, EXPIRATION.** Section 105.5 of the Building Code is hereby amended to read as follows:
105.5 Expiration: Every permit issued shall be come invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 90 days after the time the work is commenced. All work shall be documented by an inspection as described in Section 109 of this code. Failure to request an inspection of newly-completed work for any period of 90 days or more shall constitute suspension or abandonment of work, at which time said

permit shall become invalid. It shall be unlawful for any person, firm, or corporation to allow a permit to become invalid. The Building Official may grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and reasonable cause demonstrated. The Building Official may place reasonable conditions of the issuance of extensions.

4-705. AMENDMENTS TO SECTION 108 – FEES. Section 108 of the Building Code is hereby amended to read as follows:

108.2 – Schedule of Permit Fees. The fee for each permit shall be set forth in Section 4-117.

108.2(1) – Plan Review Fees. When a plan or other data is required to be submitted by Section 108, a plan review fee may be required at the time of submitting plans and specifications for review. The plan review fee shall be 65% of the building permit fees as shown in Section 4-117; provided, however, that for plans sent to the International Code Council for review, the plan review fee shall be 100% of the costs incurred from the plan review; and for plans delegated to a third party plans examiner or consultant, the plan review fee shall be 100% of the costs incurred from the plan review. Further provided, that single-family residential plan review fees shall be calculated in accordance with Section 4-117.

The plan review fees specified in this subsection are separate fees from the permit fees specified in Section 108.2 and are in addition to the permit fees. A plan review fee may be charged for each permit issued, including plans associated with electrical, plumbing, mechanical and any other applicable work which is regulated by federal, state, county or local jurisdiction and associated by permit to the project for which the review is conducted.

Plan review fees may also be charged when one of the following conditions exist:

(1) When the Building Official sends the project out of the office for plan review, or if sent to consultants for review; or

(2) When an application is submitted for permit and a plan review is conducted by the jurisdiction staff, or a consultant, and the project building permit is not to be constructed; the applicant will be responsible for a plan review fee.

108.5 - Refunds. The Building Official may authorize the refund of any fee paid, which was erroneously paid or collected.

(1) The Building Official may authorize the refunding of not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.

(2) No permit fee collected shall be refunded when the work has begun.

(3) Plan review fees may be refunded in accordance with subsection (1) above, when no review of the plans has been performed.

4-706. PERFORMANCE BOND. An additional Section regarding fees entitled Performance Bond is enacted to read as follows:

Performance Bond - The Building Official may require from the contractor a good and sufficient surety performance bond in the form as prescribed by the building official in the amount of \$5,000 at the time of issuance of the building permit for significant construction projects. The performance bond shall be issued by a surety company licensed and qualified to operate in the State of Kansas and approved by the city with a duly appointed agent.

Significant Construction Projects are defined for the purposes of this paragraph as construction projects, which will exceed \$100,000. Also, the building official will determine whether a bond will be required and the amount not to exceed \$5,000 for those situations involving individual homeowners filing permit applications for minor buildings, structures or additions. The Building Official will establish a policy approved by the City Council, which delineates the criteria when a bond is necessary.

The performance bond will be approved by the Building Official predicated and guaranteed upon the fact that the permit applicant shall be and is, in fact, a guarantor that the streets and sidewalks in the area that he, she or they are working in, shall remain free and clear of dirt, mud, gravel and other debris. When the area is free and clear of the mud or debris, then the Building Official shall provide notice of same to the permittee.

Upon receipt of such notification, the permittee shall be allowed a period of two hours in which to remedy any and all defects caused by the acts of the contractor. If action has not been taken within the two hour period, or if such

action fails to adequately remedy all defects within the affected area, then the Building Official or his or her authorized representative may direct the City to perform such duties and assess all cleanup charges against the performance bond. The cleanup charge will be based upon the cost to the City for actual cleanup, as determined by the Building Official.

Section II. Take Effect. That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2007.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer., Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

ORDINANCE 2144

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 8 ENTITLED "INTERNATIONAL FUEL GAS CODE" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL BUILDING CODE", 2006 EDITION AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER"

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

Section I.

Article 8 of Chapter IV of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 8. INTERNATIONAL FUEL GAS CODE

- 4-801. ADOPTION OF THE INTERNATIONAL FUEL GAS CODE, 2006 EDITION. In addition to the other provisions set forth in this chapter, there is hereby adopted and incorporated by reference that certain fuel gas code known as the "International Fuel Gas Code", 2006 edition, copyright 2006 by the International Code Council (hereinafter referred to as the "Fuel Gas Code"), except for the amendments provided in this chapter. Not less than three copies of the Fuel Gas Code shall be marked or stamped "Official Copy as adopted by Ordinance No. 2144." A copy of this ordinance shall be attached to each Fuel Gas Code copy and shall be filed with city hall to be open for inspection and available to the public at all reasonable business hours. The police department, municipal judges, and all administrative departments of the city charged with the enforcement of the building code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.
- 4-802. AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE.
- (a) Section 101.1 — Title is hereby amended to read as follows:
These regulations shall be known as the Fuel Gas Code of the City hereinafter referred to as this Code.
- (b) Section 106.5.2 — Fee Schedule is hereby amended to read as follows:
The fees for this work shall be as indicated:
Cost of Permit — Every applicant for a permit to do work regulated by this Code shall state in writing, on the application form provided for that purpose, the scope of the work to be performed, together with such information, pertinent thereto, as may be required.
Such applicant shall pay for each permit, at the time of issuance, a fee in accordance with the fee schedule adopted by the city and set forth in Section 4-117.
- (c) Section 106.5.3 — Fee Refunds is hereby amended to read as follows:
Not more than 80% of the permit fee paid will be refunded when no work has been done under a permit issued in accordance with this code. Not more than 80% of the plan review fee paid, when an application for a permit for which a plan review has been paid, is withdrawn or canceled before any plan review effort has been expended.

Section II. **Take Effect.** That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2007.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer., Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

ORDINANCE 2145

AN ORDINANCE AMENDING CHAPTER VII OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "FIRE" BY AMENDING ARTICLE 2 ENTITLED "FIRE PREVENTION" TO INCORPORATE BY REFERENCE THE "INTERNATIONAL FIRE CODE", 2006 EDITION AND ADOPTING A NEW ARTICLE OF LIKE NAME AND NUMBER"

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

Section I.

Article 2, of Chapter VII of the Prairie Village Municipal Code, 2003, is hereby amended to read as follows:

ARTICLE 2. FIRE PREVENTION

7-201. INTERNATIONAL FIRE CODE INCORPORATED. (a) There is hereby adopted and incorporated by reference that certain fire code, known as the "International Fire Code," 2006 edition and appendices B, C, D, E and F copyrighted in 2006 by the International Code Council (hereinafter referred to as the Fire Code except for the amendments provided in subsection (b)). Not less than three copies of the fire code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2145." A copy of this ordinance shall be attached to each fire code copy and shall be on file with city hall to be open for inspection and available to the public at all reasonable business hours. The police department, municipal judges, and all administrative departments of the city charged with the enforcement of the fire code shall be supplied, at the cost of the city, with such numbers of official copies similarly marked as deemed expedient.

(b) Section 103-Department of Fire Prevention is hereby amended as follows:

(1) The Chief of the Consolidated Fire District #2 of Northeast Johnson County and the City of Prairie Village Building Official or his or her authorized representative, are jointly authorized to administer and enforce this code.

(2) Whenever requested to do so by the Fire Chief, or his or her authorized representative, the Chief of Police shall assign such available officers as in his or her discretion may be necessary to assist the fire department in enforcing the provisions of this Code. The Fire Chief and the Chief of Police shall have joint authority in enforcing this code as it relates to grills on combustible balconies in multi-family complexes.

(c) Section 308.3.1 – Open Flame Cooking Devices and Section 308.3.1.1 – Liquefied Petroleum/Gas-Fueled Cooking Devices of the Fire Code is hereby amended as follows:

The use of fuel containers (of any size or type) or cooking on combustible balconies in multi-story, multi-family complexes is prohibited.

(d) Section 307 Open Burning and Recreational Fires of the Fire Code is hereby amended as follows:

Replace the Open Burning Sections 307.1 - 307.4 with Prairie Village Municipal Code sections 8-717:722.

(e) Section 806.1 Natural Cut Trees of the Fire Code is hereby amended as follows:

Naturally cut trees are prohibited in all commercial structures and schools, whether protected by fire sprinkler systems or not.

7-202. SAME; ENFORCEMENT. The Code hereby adopted shall be enforced by the Chief of the Fire Department.

7-203. SAME; AMENDMENTS. (a) Wherever the word municipality is used in the Code hereby adopted, it shall be held to mean the City of Prairie Village.

(b) All Sections of the International Fire Code relating to fireworks are hereby deleted in their entirety and replaced with Article 3 of the Prairie Village Municipal Code.

7-204. OPEN BURNING. (Reserved)

7-205. STACKING OF HAY OR STRAW. It shall be unlawful for any person to deposit, stack or store any hay or straw in the entrance area of any building.

7-206. PREPARATION OF FOOD ON WOODEN DECKS IN APARTMENT COMPLEXES. It is unlawful for any person within the City to use a charcoal grill, gas grill, smoker or similar device to cook or prepare food on wooden decks or wooden balconies in multi-family dwellings containing two or more units.

7-207. KEEPING OF PACKING MATERIALS. It shall be unlawful to keep excelsior or other packing material in any other than wood or metal lined boxes or bins having self-closing or automatic covers. All refuse and trash from rooms where packing or unpacking is done shall be removed daily.

7-208. STORAGE OF ASHES. It shall be unlawful to store ashes inside of any nonfireproof building unless they are stored in a noncombustible container or receptacle, and a clearance of at least five feet shall be maintained between such container or receptacle and any combustible materials not placed therein. Ashes shall not be stored outside of any building in wooden, plastic, or paper product receptacles or dumped in contact with or in close proximity to any combustible materials.

7-209. FILLING GASOLINE TANKS OF MOTOR VEHICLES. The engines of motor vehicles shall be stopped when the gasoline tanks of such vehicles are being filled with gasoline at service stations or other places where gasoline is supplied to motor vehicles. The driver or person in control of such vehicle when the gasoline tank of same is being filled who refuses, neglects or fails to stop the engine of such vehicle shall likewise be guilty of a violation of this code.

7-210. FIRE HAZARDS GENERALLY. It is unlawful for any person to cause or create anywhere within the City, or to permit on any premises under his or her control, any situation or condition that is conducive to or likely to cause or permit the outbreak of fire or the spreading of fire. Any situation or condition conducive to the outbreak of or spreading of fire, is declared to be a fire

hazard. The violation of or failure to comply with any law pertaining to the storage, handling or use of flammable oils, explosives, liquefied petroleum gases, or fertilizers and all wires and other conductors charged with electricity, is declared to be a fire hazard. The placing of stools, chairs or any other obstruction in the aisles, hallways, doorway, or exit of any theater, public hall, auditorium, church or other place of indoor public assemblage, or the failure to provide any such place of public assemblage with sufficient, accessible and unobstructed fire exits and escapes is also declared to be a fire hazard. The obstruction of any street, avenue, alley, fire hydrant or any other condition that might delay the fire department in fighting fire is declared to be unlawful.

7-211. SAME; INSPECTIONS TO DISCOVER. It shall be the duty of the Fire Chief to inspect or cause to be inspected by Fire Department Officers or members, as often as may be necessary all buildings, particularly all mercantile buildings, manufacturing plants, warehouses, garages, hotels, boarding houses, rooming houses, theaters, auditoriums and all places of public assemblage, for the purpose of discovering the violation of any fire preventive law or any fire hazard and ascertaining and causing to be corrected any conditions liable to cause fires and to see that all places of public assemblage, hotels and rooming houses have sufficient and unobstructed facilities for escape there from in case of fire.

7-212. ABATEMENT OF FIRE HAZARDS; ISSUING ORDER. Whenever any officer or member of the fire department shall find or discover any fire hazard or shall find in any building or upon any premises combustible or explosive material or dangerous accumulation of rubbish or unnecessary accumulation of paper, boxes, shavings or any other flammable material, so situated as to endanger property by the probability of fire, or shall find or discover any violation of this chapter or any other law hazardous to public safety from fires, the Fire Chief shall order the fire hazard or danger from the fire forthwith abated and remedied and such order shall be complied with immediately by the owner or occupant of such buildings or premises. If the hazard or condition ordered abated and remedied is a violation of, or a failure to comply with any law, the Fire Chief shall report the matter to the City Attorney and he or she shall, if he or she deems it advisable, prosecute the offender.

7-213. SAME; SERVICE OF ORDER; RECORDS. Any order made under Section 7-213 shall be in writing and may be served personally upon the owner or occupant of the premises or by leaving it with any person in charge of the premises or if the premises are unoccupied and the owner is a nonresident of the City, then by mailing a copy to the owner's last known post-office address. One notice to either the occupant or owner shall be sufficient. The Fire Chief shall keep a record of and copies of all such orders and notices and shall follow up such notices at the expiration of the time for compliance therewith and when complied with make proper entry, and if not complied with, file complaint with the municipal court against the property owner and/or occupant.

Section II. Take Effect. That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2007.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer., Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

MAYOR'S ANNOUNCEMENTS

Monday, March 5, 2007

Committee meetings scheduled for the next two weeks include:

Planning Commission	03/06/2007	7:00 p.m.
Sister City	03/12/2007	7:00 p.m.
Park and Recreation Committee	03/14/2007	7:00 p.m.
Council Committee of the Whole	03/19/2007	6:00 p.m.
City Council	03/19/2007	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature a mixed media exhibit by A. J. Weber in the R.G. Endres Gallery during the month of March. The opening reception will be March 9th from 6:30 to 7:30 p.m.

Village Vision Celebration March 8th from 6:00 p.m. to 8:00 p.m. at Village Presbyterian Church.

The annual large item pick-up has been scheduled with Deffenbaugh for April 28th.

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

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

INFORMATIONAL ITEMS
March 5, 2007

1. City Administrator's Report - March 1, 2007
2. Planning Commission Agenda - March 6, 2007
3. Finance Committee Minutes - January 23, 2007
4. Sister City Committee Minutes - February 12, 2007
5. VillageFest 2007 Committee Minutes - February 22, 2007
6. News from The National Arbor Day Foundation
7. Mark Your Calendars
8. Prairie Village Employee Noteworthy
9. Committee Agenda

CITY ADMINISTRATOR'S REPORT

March 1, 2007

Revaluation Report from the County Appraiser

Earlier this week the Mayor and I met with County Appraiser Paul Welcome to review results of the annual reappraisal of all property in Prairie Village. Paul Welcome said the market value of all property in Prairie Village increased 4.6% in 2006. Taxable property, which includes, residential, commercial and some not-for-profit property, increased 4.3%.

The following market values from the report will be used initially as the basis for computation of property tax revenue for the 2008 budget.

Residential	\$2,049,992,995	3.6% increase
Commercial	173,947,350	13.9% increase
Not-for-profit property	6,180,960	7.8% increase
Exempt property	160,146,710	8.1% increase

According to the County report, 83% of the cities in Johnson County had an increase in residential property values of less than four percent. Prairie Village was in that category with an average increase in residential property values of 3.6%. This increase is higher than the national average (3.5%) and the CPI for this area .

A comparison of the various indicators the Appraiser provides annually indicates a constant growth rate pattern in Prairie Village:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
Total increase in market value all property in the City	3.04%	5.7%	4.6%
Residential property increase	3.52%	5.8%	3.6%
Commercial property market increase	5.65%	7.6%	13.9%
Market value of average single family home in PV	\$199,684	\$205,588	\$212,758

For budget purposes, the important information from this data is assessed values. At this time, before appeals are finalized, it appears the City's assessed valuation will increase by \$13.5 million which will provide additional property tax revenue of approximately \$217,000 annually if the mill levy rate remains at its current level. For assessment purposes, residential property is valued at 11.5% of market, commercial property is valued at 25% of market and other property is valued at 12%. The chart

below illustrates the impact increases in value by category will have on the 2008 revenue budget.

	<u>2007 values for 2008 Budget</u>
Residential property market value increase in 2007	\$70,578,110
Residential property assessed value increase in 2007	8,116,483
Increased property tax from residential property growth	130,943
Commercial property market value increase in 2007	21,193,870
Commercial property assessed value increase in 2007	5,298,468
Increased property tax from commercial property growth	85,480
Other property market value increase in 2007	446,760
Other property assessed value increase in 2007	53,611
Increased property tax from other property growth	871
Total Increased property tax revenue from growth in market value	217,294

In 2003 Mayor Shaffer appointed an ad-hoc Long Range Financial Planning Committee. Their task was to prepare recommendations for stabilizing the City's financial future. The major finding of that committee was that the Council's past practice of reducing the mill rate with every increase in assessed valuation had reduced the City's revenue significantly. In a city with no new developments, growth in assessed valuation is important to its ability to finance costs which increase because of inflation. That committee recommended, and the Council approved, a policy of maintaining the mill levy at a constant rate, taking advantage of the revenue growth created by inflation.

Calculation of revenue reduction if tax relief bill is adopted

I was asked to provide Council with a ballpark cost to the City if SCR1602 or other similar tax relief bill is adopted by the Legislature this year. Based on the Prairie Village specific information above,

- ...if the average residential property increases 3.5% in value each year
- ...if the population of residents over 65 in the City continues to be 20% of the total
- ...if the average market value of a home in Prairie Village is \$212,758, and continues to experience a \$7,100 increase annually
- ...if we assume the 165 residents in Brighton Gardens were included in the 2000 census
- ...if we assume the remaining 4100 seniors own 20% of the City's housing stock of 9,162 single family residential properties:
- ... we can assume there are approximately 4100 senior citizens in Prairie Village living in 1,830 of the 9,162 single family residences valued by the County Appraiser.

The average market increase in a Prairie Village home was \$7,100 last year. The tax revenue to this City on that property increase is roughly \$13.22 per household. That tax times 1,830 properties would be a reduction in the annual total tax revenue of \$24,192.

The Bill would require an amendment to the Kansas Constitution. If approved by voters it would not be self-executing but would grant the Legislature the authority to enact a valuation-limitation provision. The earliest this could have an effect on revenue would be 2010.

COUNCIL BUDGET WORKSESSION CALENDAR 2008 BUDGET

May, 2007	5/07	Council Committee Meeting - overview of 2008 proposed budget
	5/14	Special budget session for Public Safety, Public Works Operations and Capital Improvements
	5/21	Council Committee meeting –Governance, Administrative Services, Municipal Court, Community Programs, Parks and Recreation
June, 2007	6/04	Council Committee Meeting – Complete budget programs, general discussion
	6/11	Special Council meeting if needed
	6/18	Council Committee meeting - Review final budget status if needed
	6/25	Final budget decisions – if needed
July, 2007	7/02	Council Committee meeting - Final budget decisions – if needed
	7/16	City Council authorize budget publication
August, 2007	8/06	Budget hearing

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, MARCH 6th
COUNCIL CHAMBERS
7:00 P. M.**

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - February 6, 2007
- III. PUBLIC HEARINGS

PC2007-07 Reuest for Conditional Use Permit for ATM
Bank of Prairie Village
3515 West 75th Street
Applicant: Rick Jones with NSJP

- IV. NON-PUBLIC HEARINGS

Set Public Hearing on Comprehensive Plan

- V. OTHER BUSINESS

Discussion Multi-Family Housing/Mixed Use Development Districts

- 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

*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.

FINANCE COMMITTEE
January 23, 2007

The Finance Committee met January 23, 2007. Present: Chairman David Voysey, Charles Clark, Wayne Vennard. Staff present: Barbara Vernon, Doug Luther, and Karen Kindle.

Budget Software

- The City received three responses to the Request for Proposal
- Staff narrowed the candidates to two after the initial review of proposals. One of the three respondents has not been in the business very long and does not have any government clients so they were not considered further
- Staff attended software demonstrations of the two remaining candidates and further narrowed the candidates to the top choice.
- One proposal could not provide all services required by the city as efficiently as staff's top choice.
- Clarity software is staff's top choice and can meet all requirements. All members of the staff who have prepared budgets after viewing the demonstration agreed the Clarity system would be a significant improvement. They have been in business for several years and have a lengthy client list. Staff visited a local installation, American Academy of Family Physicians. The company was installing the system and said they were very pleased with the software, training and representatives of the company they were working with.
- If the software is purchased, a SQL server will have to be purchased. This will also be used for the Laserfiche software. It will provide more security and a more responsive system for the entire City. Some time ago Public Works had to install a SQL server when they installed the GIS system.
- Total cost for the software and hardware, including installation, design consulting and training will be close to \$100,000. Staff recommended the project be postponed so it can be included in the 2008 budget.
- The 2008 budget will continue to be prepared using spreadsheets.
- Wayne Vennard asked staff to develop an approximate amount of time required to prepare the annual budget by department using the current system.

Reserve Funds

- Discussed the three types of reserve funds that might be useful to the City. A handout showing the information about each fund was given to the committee.
- Explained that the reserve funds are a way to set aside funds for future expenditures, such as large equipment purchases and insurance deductibles.
- Noted that the City already has the Capital Improvement Reserve Fund - this is the Capital Projects Fund.
- Committee felt the reserve funds are tools that the City should take advantage of and directed staff to present information about the reserve funds during the 2008 budget process.
- If the reserve funds are put in place, the committee felt that including explanations of transfers to these funds in each year's budget presentation would be important.

In addition, the committee asked that activity reports be provided on a regular basis such as monthly or quarterly.

Banking Services

- David Voysey asked who the City's operating bank was and approximately what the monthly charges were. He also asked when these services were last bid.
- Operating Bank: Intrust Bank
- Approximate monthly charges are: \$1,100, which includes the charges for the bank accounts, on-line access to accounts and credit card processing.
- The services were last bid in 2001 and the City made the change to Intrust Bank effective November 21, 2001.
- Because of the time that has elapsed, the committee recommended that these services be re-bid this year.

SISTER CITY COMMITTEE

February 12, 2007

Minutes

Call to Order

Chairperson Cindy Dwigans, called the meeting to order. Present: Michael Kelly, Bob McGowan, Cleo Simmonds, Alexandra Thompson, Hildegard Knopp, Jim Hohensee, Carole Mosher, Bob Moffat, and Dick Bills. Staff: Barbara Vernon and Jeanne Koontz.

Approve January 2007 Minutes

Michael Kelly moved approval of minutes of the January 2007 meeting. Bob McGowan seconded the motion which was passed with a unanimous vote.

Dessert Reception for Shawnee Mission East International Students

Ali Thompson said she has been working with a teacher at SME and the international students are having their next meeting on February 14th. The invitations are being distributed today and tomorrow. The RSVP date is still February 16th. Ali said she would like to survey the group of international students and host parents about their interests. 15 students and host parents, Sister City Committee and Council Members are invited.

Cindy asked what the timeline is for the reception. Ali said she will need to move chairs, put up a welcome sign and assemble the gifts for the students. She asked what items the City already has. Barbara Vernon said the City has white ceramic cups that we could put city pins, key chains, and Christmas ornaments in. The City also has tablecloths. Set-up should begin at 6:00 pm. Ali said she would need to buy a welcome sign. Dick Bills questioned the necessity of the welcome sign. Cleo Simmonds said he thought the committee had a cloth sign that they had used at VillageFest before. Ali said she will purchase tableware and gift bags. Cindy said the gift bags might not be needed. Dick offered to buy candy for the gifts. Ali said she will need 4-5 people to help set-up. Dick, Carole, Cindy, and Bob McGowan offered to help.

Dick asked who will be the master of ceremonies. Michael said the Mayor will welcome the group and suggested that he could introduce the Mayor. Dick asked who will lead discussion on their interests. Michael said he prefers to let the group mingle instead of a having a big discussion. Ali said she would like to get ideas from the host parents. Carole suggested giving the host parents a name to contact. Michael suggested inviting them to a meeting. The committee decided to make nametags for the reception. Ali suggested taking a picture of the mayor and students and asked if anyone had a digital camera. Jeanne Koontz said the City has a digital camera. Jim asked what there would be to drink and offered to bring punch. Cleo said he thinks kids prefer pop. Michael

asked if the two police captains and Bob Pryzby should be invited. Bob McGowan said this would be a good idea.

Committee Membership

Cindy reported three people responded to the advertisement in the *Village Vision*. They were going to come to the meeting tonight. One person offered to be a home-stay host. One person is a teacher of religion at St. Ann's. She asked Jim to get in contact with her. The other person has friends in Australia. She said she hopes they will come to the next meeting.

March 5, 2007 Presentation to Council on our recent efforts with Germany and Ukraine

Michael said the committee can still do the presentation but he does not know if there is anything to report. Bob McGowan said the response from Germany will go to the Mayor. He has not heard anything. Michael suggested it could be a quick 5 minute update on objectives and where the committee is moving. Cindy asked if everyone should attend. Michael said it would be a good idea. The Council responds and listens to big groups. Michael asked who will give the presentation. Cindy said she will give an introduction on the background/history of Sister Cities and then Bob and Cleo could give updates and Ali could say a little about the reception. Dick commented if more than one person speaks it indicates a joint effort. Jim offered to create a PowerPoint with pictures of events and Dolyna. The committee liked the idea. Michael said it would be beneficial to let the Council know how this benefits the City.

Update on Communications with Dolyna

Cleo said he would like the committee to discuss what benefits they are expecting in a Sister City. Cindy stated she has been in contact with the City of Olathe, who has two Sister Cities, to discuss the process they went through in determining the benefits they wanted in a Sister City. Cleo said he would like to discuss this before the next meeting. He also said he is composing a second letter to Dolyna since he has not received any further response. Cindy suggested she contact Olathe to get their list of benefits and then get a few committee members together on Feb. 25th at 2 pm at her house to discuss.

Cleo read a list of possible expectations and asked for feedback. Bob McGowan said he would like to have mutual interfacing; he said it will not work if it is a one way relationship. Dick suggested a cultural exchange of pictures and artifacts that could be displayed at City Hall; this would give visual evidence of the Sister City relationship. Michael said he visited the Ukrainian embassy website which has a sister city section; there are 30 to 40 cities in the Sister City program. Michael said he would contact a few cities to see if their expectations have been met. Jim said he would like opportunities for boy scouts and youth activities exchanges; he wants the exchanges to be of educational value. Cindy said if you get the kids involved you get the parents. Bob Moffat said it would be a good idea to visit Dolyna to see if we have something in common. Michael said he agreed with everyone's ideas; he would like the relationship to have a lasting impact on the City. Cindy suggested connecting through the Rotary, Kiwanis, or Lions Clubs. Dick said he is Kiwanian and he will see if they have any clubs in Ukraine; he

will also check with his friends in Rotary. Ali said she is interested in the high school exchanges.

Cleo asked if it is an appropriate time in the next correspondence to ask if we can send a delegation in the next few months. Dick Bills said it would indicate our seriousness and give them time to form a committee to be our host. Michael thought it would be a good idea to ask. Dick said it would be a good idea to take information with us about common industries between the cities and other parallels.

Update of Communications with Germany

Bob McGowan said it will take awhile to get a response because the letter was sent to the Mayor in Erfurt because he knows of other cities in the state that are interested. It will take time for the information to filter from him to the cities and back. He said he will follow up with Tony from the Shawnee Sister City. Cindy suggested sending a Community Profile.

Other Business

Jim said he is working on a lead for movie permissions. He has made contact with people in local movie theaters. Carole Mosher suggested all the movies be selected ahead of time and then publicized for a couple of months in advance. Jim said he is looking to show the movies during the summertime. Cindy asked the committee for movie suggestions. Jim suggested a French comedy, the King of Hearts. Carole asked if the movies need to appeal to kids. Cindy said the movies need to be family friendly. Michael said most of the foreign films he has seen are rated "R". Barbara Vernon said the City received a lot of criticism with a piece of artwork that had a little nudity. Ali said there are good Australian films acceptable for families. Cindy asked Carole to research possible films. Jim asked where the films will be shown. Cindy said they have been done in Council Chambers but it is not very comfortable. Carole asked if they could be shown in the park. Michael said he would be more inclined to attend in the summer after dark in the park. Cindy suggested partnering with the Parks and Recreation Committee.

Adjournment

The next meeting will be March 12. The meeting was adjourned at 8:20 pm.

Cindy Dwigans
Chair

**VillageFest 2007 Committee
Meeting Minutes
Thursday, February 22, 2007**

The VillageFest Committee met February 22, 2007 in the Multi-purpose Room. Present: Bob Pisciotta, Chair and committee members Ann Lilak, Diana Ewy Sharp, Doug Sharp, Joel Crown, Jim Hanson, Ed Roberts, John Capito, Luci Mitchell, and Lissa Haag. Staff: Bob Pryzby, Mike Helms, Sgt. Greg Hudson, Officer Adam Taylor, Barbara Vernon and Jeanne Koontz. Chris Andrews was present representing Johnson County Fire District No. 2.

Introductions

Those present introduced themselves to the committee.

Minutes

Bob Pryzby moved approval of the minutes from Thursday, February 22, 2007. Joel Crown seconded the motion which passed unanimously.

VillageFest Components:

- a. **Budget and sponsorships** – Bob Pisciotta presented the budget and asked for comments. He said he has not included any revenue from corporate sponsors yet; he has only included revenue from the City and the Pancake breakfast. John Capito asked who would be a better headliner. Bob Pisciotta said someone who would be entertaining and would go on at 1:00 p.m. Jim Hanson asked if the committee has given up on the orchestra. Ann Lilak said she asked Highwoods Properties to sponsor the orchestra and if they do not we will go to plan B. She said Funkhouser will want \$3,000. Ann Lilak said Community America Credit Union is looking to do sponsorships and a chiropractor in Olathe is also interested. She said she is also going after Applebee's but is having difficulty getting in contact with them. Lissa Haag said she knows someone in marketing and also offered to talk to Hallmark. Ann Lilak said currently she is trying to go for companies in and around Prairie Village but asked if she could go outside the City. The committee agreed that she could go outside.
- b. **Navy Seals** – Sgt. Hudson introduced Officer Adam Taylor who has been in charge of the bicycle rodeo and Headstrong for Jake. Officer Taylor thanked the committee for allowing him to do a bike rodeo last year. He said he gave helmets to 250 children last year. He would like to do the bike rodeo again. He said the Navy Seals did a jump into Arrowhead Stadium last year for Headstrong for Jake. The Navy Seals are willing to jump at VillageFest and the Mayor could jump with them. He said he needs to come up with \$5,000 which he will do on his own. He said corporate sponsors could cover everything except the Mayor's tandem jump which would cost an additional \$1500. He said they will do a demo jump and then go back to the site to do a second jump. They are trying to book the Royals game for the same night. He said the Navy Seals have

liability insurance under their organization that covers the jumpers. Barbara Vernon said we need to send a copy of that coverage and the contract as soon as possible for the City's insurance for approval. John Capito asked if the helicopter will land for a display. Officer Taylor said they jump from an aircraft not a helicopter. Diana Ewy Sharp asked where they will land. Officer Taylor said they will land in the grass south of the skate park. He said he is looking at radio stations and having Pepsi for corporate sponsors. He asked if the committee would be opposed to Pepsi as a vendor if they are a corporate sponsor. The committee expressed concern about Pepsi taking away from HyVee's business. Diana Ewy Sharp asked if there would be several sponsors or just one. Sgt. Hudson said Headstrong was going to pay the \$5,000 but would prefer to use the money for more helmets. Officer Taylor said he would like to take away the Mayor's cost to jump. Diana Ewy Sharp said she does not think the Mayor will jump. Joel Crown suggested finding out if HyVee would object to having Pepsi there. Ann Lilak asked what the vendors get out of their sponsorship. She said they could be listed on the flyer. Bob Pryzby said he thought Pepsi had a trailer at the first VillageFest. Diana Ewy Sharp said they gave away a new drink they were promoting. She said their banner would be welcome next to other sponsors. Bob Pisciotta asked Officer Taylor what he needs from the committee. Officer Taylor said he needs the committee's approval to have the Navy Seals jump and seek corporate sponsorships. Bob Pisciotta said they can jump and he prefers corporate support that does not compete with vendors. Bob Pryzby made a motion to allow Adam to move forward with the Navy Seals. Joel Crown seconded the motion which passed unanimously.

- c. **Contracts already negotiated and signed by the City** – Jeanne Koontz gave an update on the groups already contacted. She has confirmed Uncle Sam and has left messages with Beaks 'N Wings and the Petting Zoo. She said she has been in contact with Wacky Banana and is waiting on a quote.
- d. **Food Vendors** – Bob Pisciotta said the usual food vendors are HyVee and Chris Cakes. He said he received a request from Rex Nolen to sell shaved ice and cotton candy. Bob Pisciotta asked if there has been shaved ice in the past. Ann Lilak said Benton Chan provided shaved ice last year. Jim Hanson said there has been cotton candy in the past but one year it was too humid to make. Bob Pisciotta stated Rex could sell cotton candy. He also said he would like to see someone sell kettle corn.
- e. **Mascots update** – Bob Pisciotta said Slugger, KC Wolf, and Sizzle are booked. Diana Ewy Sharp suggested checking on whether KC Brigade has a mascot since they have a store in Prairie Village. Doug Sharp said he could check with their manager.
- f. **Patriotic Service update** – No report.
- g. **Entertainment** – Bob Pisciotta said we have agreements with Cosgrove, Dino, and the sound system and the Marching Cobras. Joel Crown said

he is opposed to having the Marching Cobras because they hold everything up and cost too much money. Bob Pisciotta said they have been a very popular part of VillageFest and many people come only to see them. Joel Crown said there are a number of alternatives to the Cobras. Bob Pisciotta said he has seen a number of drill teams in the area but none as good as the Cobras. Joel Crown suggested having Fife and Drum Corp lead the parade. Diana Ewy Sharp said she would be okay with Joel exploring other possibilities but people come to see the Cobras. Bob Pisciotta said he is willing to consider alternatives. John Capito said his only issue is when they do not show up on time. Ann Lilak said they may be better organized for the event now.

- h. **Family Activities** – Bob Pisciotta said most of them are booked. He said he has a contact with a marionette show if the committee decides not to use Clement McCrae.
- i. **Creativity Center** – Bob Pisciotta said Tracy Hill will manage this again.
- j. **Children’s Parade** – No report.
- k. **Quilt Show update**– Ann Lilak said she has a volunteer.
- l. **Car Show update**– Luci Mitchell said the two clubs she contacted are in the Lenexa parade.
- m. **KU Med Van** – Ann Lilak suggested calling Art to see if he is interested.
- n. **Train Show** – Jim Hanson said he almost has it put together.
- o. **Public Works demos/displays** – No report.
- p. **Public Safety demos/displays** – Sgt. Hudson said he sent emails to the Highway Patrol about a helicopter and a rollover machine. He said he has not heard back and will be calling them this week. John Capito asked if there will be enough room for a helicopter. Sgt. Hudson asked if the City will be making a splash as the Navy Seals come in. Diana Ewy Sharp said it will be in the June newsletter and it might make the papers or the radio. John Capito said he thinks Officer Taylor should jump. Sgt. Hudson asked if the committee would like to have a police dog demonstration. He said last year it was too hot and the dog stayed in the car. Bob Pisciotta said he has mixed feelings because the children want to touch the dog but they cannot. Diana Ewy Sharp said she thinks it is too scary for children.
- q. **Consolidated Fire District #2 demos/displays** – Chris Andrews asked if anyone has any ideas. Bob Pisciotta asked if there is any way to do a demo on what happened in Waldo. Chris Andrews said it would not really be possible. He said he was thinking about a fire muster where two teams are basically engaged in a big tug of war. He said there may be issues with safety. Joel Crown said he thought it was a great idea.
- r. **Student Contest update** – No report.
- s. **Information Booth** – Bob Pisciotta said he presumes Jim Bernard will be in charge of this again.
- t. **Publicity/Volunteers** – Bob Pisciotta stated Doug Sharp would like to pass the publicity on to someone else this year. John Capito volunteered to take over. Bob Pisciotta asked for someone to help coordinate

volunteers. Diana Ewy Sharp suggested contacting Dennis Rice because he helped last year.

- u. **Hospitality** – Bob Pisciotta said Doug Sharp will be in charge of hospitality.
- v. **City Committees** – Bob Pisciotta said he assumes the tree board will want to be involved again.
- w. **Decorations** – Bob Pisciotta said he will contact Kathy Peters about helping again.
- x. **Committee Shirts** – Bob Pisciotta said we will deal with this at a future meeting.

Ed Roberts moved to adjourn at 8:05 pm. Ann Lilak seconded the motion which passed unanimously.

Bob Pisciotta
Chairperson



The National Arbor Day Foundation®

211 N. 12th St. • Lincoln, NE 68508 • 402-474-5655 arborday.org

We inspire people to plant, nurture, and celebrate trees.

February 22, 2007

The Honorable Ronald Shaffer
Mayor of the City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Dear Mayor Shaffer,

Congratulations to Prairie Village on being named as a 2006 Tree City USA!

Trees in our cities and towns help clean the air, conserve soil and water, moderate temperature, and bring nature into our daily lives. Trees are a vital component of the infrastructure in our cities and towns, and provide environmental and economical benefits. A community, and its citizens, that recognize these benefits and provide needed care for its trees deserves recognition and thanks.

Tree City USA recognizes communities that have proven their commitment to an effective, ongoing community forestry program. Such a program is one marked by renewal and improvement.

Tree City USA is sponsored in cooperation with the National Association of State Foresters and the USDA Forest Service. State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward your awards to Tim McDonnell in your state forester's office. They will be coordinating the presentation with you. It would be especially appropriate to make the Tree City USA award a part of your Arbor Day ceremony.

Again, congratulations on receiving this national recognition for your tree-care program.

Best regards,

John Rosenow
President

cc: S. Robert Pryzby

For more information, contact
Dan Lambe, Vice President at
dlambe@arborday.org or Woodrow
Nelson, Director of Marketing at
wnelson@arborday.org or call
888-448-7337



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FOR IMMEDIATE RELEASE:

Prairie Village Named Tree City USA

Prairie Village has been named a Tree City USA community by The National Arbor Day Foundation to honor its commitment to community forestry. It is the tenth year Prairie Village has received this national recognition.

The Tree City USA program is sponsored by The National Arbor Day Foundation in cooperation with the National Association of State Foresters and the USDA Forest Service.

Prairie Village has met the four standards to become a Tree City USA community: a tree board or department, a tree care ordinance, a comprehensive community forestry program, and an Arbor Day observance.

“Trees in our cities and towns help clean the air, conserve soil and water, moderate temperature and bring nature into our daily lives,” said John Rosenow, president of The National Arbor Day Foundation. “Tree City USA designation recognizes the work of elected officials, staff and citizens who plant and care for the community forest.”

“Trees are a vital component of the infrastructure in our cities and towns, and provide environmental and economical benefits,” Arbor Day Foundation President Rosenow added. “A community, and its citizens, that recognize these benefits and provide needed care for its trees deserves recognition and thanks.”

#

Council Members
Mark Your Calendars
March 5, 2007

March 2007 A. J. Weber mixed media exhibit in the R. G. Endres Gallery
March 8 Village Vision Celebration
March 9 Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
March 10-14 NLC Congressional Conference in Washington D.C.
March 19 City Council Meeting
March 27 State of the County Address at the Ritz Charles 11:30 am – 1:15 pm

April 2007 Kay Trieb photography exhibit in the R. G. Endres Gallery
April 2 City Council Meeting
April 13 Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
April 16 City Council Meeting
April 19 Shawnee Mission Education Foundation “Celebrate Success! 2007” 11:30 a.m.
(Overland Park Convention Center)

May 2007 David Payne oils exhibit in the R. G. Endres Gallery
May 7 City Council Meeting
May 11 Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
May 14 Budget Worksession
May 21 City Council Meeting
May 26 Swimming Pool Opens
May 28 City offices closed in observance of Memorial Day

June 2007 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.
June 11 Budget Worksession
June 18 City Council Meeting
June 25 Budget Worksession

July 2007 Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
July 2 City Council Meeting
July 4 City offices closed in observance of Independence Day
July 9 Budget Worksession
July 13 Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
July 16 City Council Meeting

August 2007 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 20 City Council Meeting
August 23 Shawnee Mission Education Foundation 15th Annual Fall Breakfast

September 2007 Barney Newcom oils exhibit in the R. G. Endres Gallery
September 3 City offices closed in observance of Labor Day
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

October 2007	No exhibit scheduled yet in the R. G. Endres Gallery
October 1	City Council Meeting
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 19	City Council Meeting
November 22-23	City offices closed in observance of Thanksgiving
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

NOTEWORTHY

March 2007

MARCH BIRTHDAYS & ANNIVERSARIES

Birthday Wishes to...

03/03	Luke Roth	Police Officer
03/06	Ryan King	Crew Leader
03/08	Shawn Broz	Maint. Worker
03/08	Bob Pryzby	Public Works Dir.
03/09	Chad Loughman	Police Officer
03/13	Daryl Thompson	Police Officer
03/14	Naomi Kent	Dispatcher
03/18	Michael Glasscock	Laborer
03/19	Barbara Hunter	Adm. Sup. Spec.
03/24	Stephen Taylor	Police Officer
03/25	Steven Mills	Crew Leader
03/25	Mike Pinnick	Laborer
03/28	Luis Arredondo	Maint. Worker
03/29	James Carey	Mechanic
03/29	Cody Stech	Police Officer

We appreciate your years of service...

Timothy Kobe	Dispatcher	13 years
Suzanne Lownes	Office Manager	10 years
Shawn Broz	Maint. Worker	2 years
Roger Blanchard	C.S.O.	1 year



WELCOME Charles Cofield
who starts as a Police Officer
on March 14th.

New management Intern will begin work on a part time basis March 12th. Chris Engel is finishing class work on his Master's degree in May. He will begin working full time at that time. Chris will manage the recreation programs and work as a Management Assistant for special projects. Welcome Chris.

Employee Meeting
Come hear about changes to
the Supplemental Pension
Plan
March 9th
12:30 – PW
2:00 – MPR

Welcome City of Prairie Village Employees to New Directions Behavioral Health Employee Assistance Program

Up to 4 visits are covered by the City's plan.

To help employees balance home and work, the City chose New Directions Behavioral Health Employee Assistance Program to provide assistance with:

- Workplace conflicts
- Interpersonal difficulties
- Marriage and family concerns
- Stress management
- Emotional upsets
- Financial matters
- Alcohol and drug problems

Employees can depend on the expertise of New Directions Behavioral Health Employee Assistance Program. When you call, their licensed EAP professionals will help you resolve problems and offer you any needed referrals to community and treatment resources.

To access your mental health benefits connected to your insurance plan, and to assure that your benefit will be reimbursed at the highest level possible, you will need to contact the Employee Assistance Program at the number listed below.

They are here for YOU to help you find that balance between work and home so necessary to quality living, yet so difficult to achieve without help. Call them, 24 hours a day, 365 days a year. Your concerns will be treated with confidentiality consistent with all state and federal mandates. To schedule an appointment, call (800) 624-5544 or (913) 982-8398.

Legal Consultation

Most people don't know where to turn with legal problems. Selecting an attorney is often an intimidating prospect. What will it cost? How should the choice be made?

Employees receive the benefits of a legal referral program that offers a 30 minute consultation with an attorney, by telephone or in person. Ongoing consultation with the attorney is available. With one quick phone call, employees can discover what steps to take when faced with a legal problem.

Financial and Credit Information/Referral

Changes in finances and accumulating debt can create great stress for anyone. Employees facing this challenge can call our EAP counselors for support and the resources needed to settle financial issues. Employees will receive referral to a credit consultant, when appropriate, combined with emotional support and motivation to take control of finances.

Call them for both the referral and a face-to-face appointment.

ANIMAL CONTROL COMMITTEE

AC96-04 Consider ban the dogs from parks ordinance (assigned 7/15/96)

COMMUNICATIONS COMMITTEE

COM2000-01 Consider redesign of City flag (assigned 7/25/2000)

COM2000-02 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for 1st Quarter 2001)

COM2000-04 Consider the installation of marquees banners at City Hall to announce upcoming civic events (assigned Strategic Plan for 1st Quarter of 2001)

COUNCIL COMMITTEE

COU99-13 Consider Property Audits (assigned 4/12/99)

COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)

COU2000-44 Provide direction to PVDC regarding its function / duties (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: 75th 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)

COU2006-55 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)

COU2006-57 Consider Renewal of Special Use Permit at 7700 Mission Road (assigned 12/7/2006)

COU2007-01 Consider Home Improvement Loan Program (assigned 12/28/2006)

COU2007-02 Consider Reducing the size of the Council (assigned 1/8/2007)

COMMITTEE AGENDA

March 5, 2007

- COU2007-05 Consider Decrease in Rate charged for Off-Duty Contractual Employment of Police Officers (assigned 1/11/2007)
- 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)
- COU2007-15 Consider Payroll / HRIS System (assigned 2/1/07)
- COU2007-16 Consider Concealed Weapons Policy (assigned 2/8/2007)
- COU2007-17 Consider Educational Reimbursement Policy (assigned 2/8/2007)
- COU2007-18 Consider Increase to Animal Board Fees (assigned 2/13/2007)
- COU2007-19 Consider Project 190860: 2007 Street Resurfacing Program (assigned 2/14/2007)
- COU2007-20 Consider Building Code Adoption (assigned 2/14/2007)
- COU2007-21 Consider 7618 Mohawk Drive (assigned 2/14/2007)
- COU2007-22 Consider Project 190718: 2007 Storm Drainage Repair Program (assigned 2/28/2007)
- COU2007-23 Consider Curb Maintenance Program (assigned 2/28/2007)

LEGISLATIVE/FINANCE COMMITTEE

- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and where appropriate (assigned Strategic Plan for 1st 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 2nd Qtr 2001)

POLICY/SERVICES

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)
- POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)
- POL2005-04 Consider Project 190809: 75th Street and State Line Road (assigned 2/1/2005)
- POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005)

PRAIRIE VILLAGE ARTS COUNCIL

- PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1st Quarter of 2001)