

# *City Council Meeting*

*Tuesday*

*January 16, 2007*



*Dinner will be provided by:*

## ***Dragon Inn***

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

**COUNCIL COMMITTEE**

**January 16, 2007  
\*\*\*TUESDAY\*\*\***

**COUNCIL CHAMBER  
6:00 P.M.  
AGENDA**

**DAVID BELZ**

**CONSENT AGENDA**

**COU2007-05            Consider Decrease in Rate charged for Off-Duty Contractual  
Employment of Police Officers  
Chief Grover**

**AGENDA ITEMS**

- COU2007-06            Consider Video Service Provider Agreement with AT&T  
Steve Horner, Assistant City Attorney**
- COU2006-57            Consider Special Use Permit for Communications Antenna at  
7700 Mission Road  
Charlie Wetzler, City Attorney**
- COU2007-10            Consider Recognition of Prairie Village families with service  
personnel in Iraq, Afghanistan or other dangerous areas  
Michael Kelly**
- COU2007-03            Consider Cooperative Agreement for Alert/ETAC System  
Chief Grover**
- COU2007-04            Consider Rescinding Council Policy #340-Police Reserve Unit  
Chief Grover**
- COU2007-09            Consider Fee for Electronic Documents  
Doug Luther**
- COU2007-07            Consider Prairie Village Legislative Program for 2007  
Barbara Vernon**
- COU2007-08            Consider Budget Goals and Guidelines for 2008  
Barbara Vernon**

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

## CONSENT AGENDA – CONCIL COMMITTEE

**Issue:**

Should the City of Prairie Village approve a decrease in the rate it charges for off-duty contractual employment for Police Officers?

**Background:**

City Council Policy #440 authorizes Prairie Village Police Officers to work off duty within the City as Police Officers. The purpose of this policy as stated is to provide a means to “increase law enforcement presence within the community by allowing Police Officers to perform duties for private employers while wearing the Police uniform and equipment, thereby reducing crime within the community.”

On September 15, 1992, Police Department Written Directive 6.2, Off-Duty Contractual Employment, became effective and is the controlling document regarding such work by Police Officers. Due to the installation of that policy, a formula for charging a private entity was approved by the City Council. The formula established the cost per hour for a Police Officer while working off duty as being the time and one-half rate of all non-exempt Police Officers who can work such contractual engagements, and an override which includes FICA, insurance and a vehicle allowance.

The 2006 rate established last year was \$39.96 per hour. This rate was determined by the City Council using the previously approved aforementioned formula

The following is the current analysis of costs per hour for 2007:

|   |                |
|---|----------------|
| Average overtime rate for non-exempt Police Officer | \$35.12        |
| FICA costs  | 2.69           |
| Insurance - Line Item 30-5120/hours worked          | \$ 0.70        |
| Vehicle costs in 25-5190 and 25-6320                | \$ 0.63        |
| <b>TOTAL COST</b>                                   | <b>\$39.14</b> |

**Recommendation:**

**Staff recommends that in order to ensure the City receives the correct hourly rate of remuneration established in the previous aforementioned formula, the rate charged for such off-duty contractual services per hour be decreased to \$39.14 per hour, upon appropriate notification to private entities that contract with the Police Department for such services.**

CFG:  
l:chf-/couoffduty.doc

**Issue: Franchise fee for AT&T provided Video services****Background:**

Last month an AT&T representative hand-delivered the unilateral agreement which is attached. The City Clerk was asked to acknowledge receipt of the document.

According to State Statute SB449, the City may charge a franchise fee for video services provided by AT&T. This one-sided agreement does not indicate the service is being provided pursuant to the City's franchise agreement with AT&T. In order to give timely notice of the City's desire to collect franchise fees on this service as is done with Time-Warner cable video services, staff sent a letter to the company reserving the City's right to collect this fee. That letter is also attached.

If the Council wants to collect franchise fees on this new service, the letter written by staff must be ratified or it can be rescinded by Council. Steve Horner will attend the meeting to explain the action and respond to questions.

**Recommendation:**

**Council ratifies staff's decision to collect franchise fees for video services to be provided to Prairie Village residents by AT&T Kansas.**

**VIDEO SERVICE PROVIDER AGREEMENT**

Southwestern Bell Telephone. L.P. d/b/a AT&T Kansas ("AT&T") was granted authorization by the state of Kansas on October 25, 2006 to provide video service in Prairie Village, Kansas ("Prairie Village") and hereby executes this agreement with Prairie Village.

AT&T will begin providing video service in Prairie Village on or after December 26, 2006.

AT&T may be contacted by the city of Prairie Village at (913) 676-1519.

AT&T may be contacted by its video service customers at (800) 288-2020.

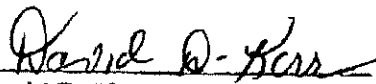
AT&T agrees to update this contact information with Prairie Village within 15 calendar days in the event that such contact information changes.

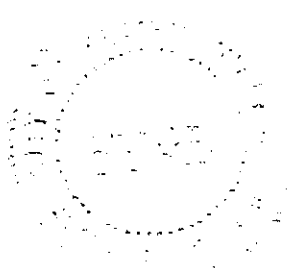
AT&T acknowledges and agrees to comply with Prairie Village's local right of way ordinance to the extent the ordinance is applicable to AT&T and not contrary to state and federal laws and regulations. AT&T hereby reserves the right to challenge the lawfulness or applicability of such ordinance to AT&T.

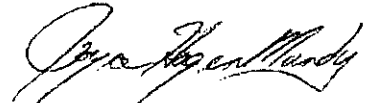
By entering into this agreement, neither Prairie Village's nor AT&T's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the agreement, neither Prairie Village nor AT&T waive any rights, but instead expressly reserve any and all rights, remedies and arguments Prairie Village or AT&T may have at law or equity, without limitation, to argue assert and/or take any position as to the legality or appropriateness of any present or future laws, ordinances and/or rulings.

**WHEREFORE, pursuant to Kansas SB 449 of 2006, this Video Service Provider Agreement is hereby filed with the city clerk of the city of Prairie Village and is effective upon filing.**

Signed: December 6, 2006

  
David D. Kerr  
President - AT&T Kansas



  
RECEIVED DECEMBER 7, 2006  
PRairie Village City Clerk





THE CITY OF PRAIRIE VILLAGE *Star of Kansas*

January 3, 2007

AT&T Kansas  
220 E. 6th Street  
Suite 500  
Topeka, KS 66603

Attention: Chris Carroll

Dear Chris:

Please accept this letter as the City's written notice instructing AT&T to calculate and pay the City a video service provider fee (per Senate Bill No. 449 New Sec. 4. (b)). Said video service provider fee shall be calculated in the amount of 5% of gross revenues, as defined by the new Statute.

The person designated to receive payments is the City Clerk. Other notices and information should be directed to the Mayor with copies to the City Administrator.

Sincerely,

Barbara Vernon  
City Administrator

**CONSIDER A COOPERATIVE AGREEMENT FOR THE  
ESTABLISHMENT AND MAINTENANCE OF AN ALERT/ETAC  
SYSTEM**

**COUNCIL COMMITTEE 2007-03**

**Issue:**

Should the City of Prairie Village approve an agreement with cooperating agencies in Kansas and Missouri to establish and maintain a system to manage criminal justice information?

**Background:**

The advent of the computer allowed law enforcement agencies forty years ago to begin sharing criminal justice information. Kansas City, Missouri was instrumental in forming the ALERT system that is still used by almost all agencies in the metro area. In today's standards, however, this system is very limited and no substantial improvements have been made in the sharing of law enforcement data for some time.

In 2006, fourteen chief executives of major law enforcement agencies in the Kansas City metro area began to study if a better information system existed. A system used in the metropolitan St. Louis area was identified. The foundation of this system is to share and maintain information from the the data bases of individual police agencies throughout the metro area.

The attached agreement will allow the participating agencies to begin the process of moving forward with this endeavor. The City Attorney has approved the agreement.

**Financial Implications:**

During the 2007 Public Safety Budget hearing the anticipated change in the ALET/ETAC system was envisioned and a brief synopsis of how the system functioned was offered to the council. The City Council placed \$6,850 in line item 1-3-22-5110 for the first year's funding of the system. A similar set fee based on a tiered system will be allotted every year.

**Recommendation:**

STAFF RECOMMENDS THE APPROVAL OF THE AGREEMENT WITH PARTICPATING AGENCIES FOR ESTABLISHMENT AND MAINTAINENCE OF AN ALERT/ETAC SYSTEM.



**COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT AND MAINTENANCE  
OF ALERT/ALERT/ETAC SYSTEM**

THIS AGREEMENT is made effective the \_\_\_\_ day of \_\_\_\_\_, 2006, among the Participating Agencies defined in Section I authorized by the Governing Body thereof to enter into this Agreement as of the effective date and who are signatories hereto on or before such date.

WITNESSETH:

WHEREAS, this Agreement is entered into pursuant to the authority of K.S.A. 12-2908; and

WHEREAS, the parties to this Agreement recognize that the lack of communication among law enforcement agencies has historically created an enormous impediment to solving criminal cases; and

WHEREAS, the parties desire to cooperate in the establishment and maintenance of a data warehouse, called Metro Kansas City Emerging Threat Analysis Capability, which incorporates Board of Police Commissioners of Kansas City, Missouri's ALERT system hereinafter referred to as "ALERT/ETAC," for the purposes of sharing criminal history record information and other criminal justice information, in an effort to establish communication among law enforcement agencies without regard to jurisdictional boundaries to maximize the ability of all Participating Agencies to solve criminal cases.

NOW THEREFORE, in consideration of the mutual agreements herein, these parties agree as follows:

**I. PARTIES – PARTICIPATING AGENCIES**

This Cooperative Agreement is entered into among the entities listed below – collectively referred to as "Participating Agency" or "Participating Agencies" - that have been authorized by their respective Governing Bodies to enter into this Agreement and who are signatories hereto on or before \_\_\_\_\_, 2006:

CITY OF OVERLAND PARK, KANSAS  
CITY OF LENEXA, KANSAS  
CITY OF OLATHE, KANSAS  
CITY OF SHAWNEE, KANSAS  
UNIFIED GOVERNMENT OF KANSAS CITY, KANSAS  
CITY OF LEAWOOD, KANSAS  
CITY OF PRAIRIE VILLAGE, KANSAS  
CITY OF LAWRENCE, KANSAS  
CITY OF LEAVENWORTH, KANSAS  
BOARD OF POLICE COMMISSIONERS OF KANSAS CITY, MISSOURI  
CITY OF INDEPENDENCE, MISSOURI

CITY OF NORTH KANSAS CITY, MISSOURI  
COUNTY OF JACKSON COUNTY, MISSOURI  
COUNTY OF JOHNSON COUNTY, KANSAS

## II. PURPOSE

The general purpose of this Agreement is to facilitate the parties' desire to cooperate in the establishment and maintenance of a data warehouse for the purpose of sharing criminal history record information and other criminal justice information (hereinafter "ALERT/ETAC Information") among law enforcement agencies across jurisdictional boundaries by formalizing the organization, composition and nature of the relationships among Participating Agencies.

## III. ORGANIZATIONAL STRUCTURE/EXECUTIVE BOARD

- A. **Nature of the Organization.** The ALERT/ETAC is an institutionalized, financially self-sustaining, cooperative partnership of state and local governments which is not intended to, and shall not, be deemed to have any independent legal status.
- B. **Organizational Control: Executive Board.** Overall organizational control of the ALERT/ETAC shall be vested in an Executive Board which shall be comprised of one representative of each of the Participating Agencies that are parties to this Agreement at the time action is to be taken by the Executive Board. The Executive Board shall act by a majority vote. The Executive Board shall meet as determined necessary by the Executive Board, but at least twice annually, to perform the functions and duties contemplated by this Agreement. The times, dates and subject matter shall be fixed by the Executive Board. The meetings shall be conducted in accordance with the Kansas Open Meetings Act. The Executive Board shall adopt rules and regulations for the proper conduct of its business. The Executive Board shall comply with all existing and applicable state laws, federal laws, rules and regulations, including Kansas Open Records Act and any applicable provisions of the Kansas Cash Basis Law.
- C. **Addition of User Agencies.** The Executive Board may act to authorize other local governments to participate in the sharing of ALERT/ETAC Information established and maintained by the ALERT/ETAC, and as managed by this Agreement. These entities shall be referred to as "User Agency" or "User Agencies." The Executive Board shall require and determine the initial capital contribution required of such User Agency, if any, and the annual fee to be paid by such User Agency for its participation in the ALERT/ETAC. The capital contribution and annual fee shall be proportionately determined based on population, the effective date of any User Agreement, and the initial capital contribution and annual fee paid by the Participating Agencies. The Executive Board shall determine the form, term and content of any agreement to be executed by the User Agency.

**D. General Treasurer Agency and Special Purpose Administration Agencies.**

1. The Executive Board shall appoint and authorize from the Participating Agencies, one Agency, which shall, with its consent and to the extent necessary to effectuate the mission and purpose of the ALERT/ETAC, act as the General Treasurer Agency for the ALERT/ETAC by:
  - i. Executing applications, certifications, and otherwise administering financial grants on behalf of and/or in support of the ALERT/ETAC as may be available to ALERT/ETAC or the Participating Agencies;
  - ii. Soliciting, accepting, inventorying and receiving property to be held in the name of the General Treasurer Agency for the collective benefit of the ALERT/ETAC Participating Agencies during the period of the ALERT/ETAC's existence, and thereafter to equitably distribute or dispose of said property pursuant to the directives of the then Executive Board, or, in the absence of any such directive, following the dissolution of the ALERT/ETAC, pursuant to such principles as the General Treasurer Agency deems equitable; and
  - iii. Engaging in such other activities relating to the financial operations of the ALERT/ETAC as the Executive Board may authorize.
2. In addition to the appointment of the General Treasurer Agency, the Executive Board may also select and authorize any other Participating Agency to act as a Special Purpose Administrative Agency when circumstances so require, or when the then selected General Treasurer Agency is either unwilling or unable to perform its specified required functions such as assisting with an annual audit of all accounts, funds, and property utilized by the ALERT/ETAC.

**E. Daily Operational Control.** The daily operational control, management, supervision of and responsibility for operations of the ALERT/ETAC system shall be vested in Board of Police Commissioners of Kansas City, Missouri (hereinafter "BOPC"). BOPC shall:

1. Submit an annual report to the Executive Board regarding the operations, activities and inventory of the ALERT/ETAC.
2. Coordinate and control any contacts with and respond to inquiries from members of the media.
3. Coordinate with the General Treasurer Agency the purchase of such property, equipment, supplies or materials as are necessary for operations of the ALERT/ETAC.
4. Maintain, in coordination with the General Treasurer Agency, an annual inventory of all property used, held by or on behalf of the ALERT/ETAC, which inventory is to be submitted annually to the Executive Board.

5. Perform such other functions and duties as are reasonably related to the successful operation of the ALERT/ETAC as may be subscribed and authorized by the Executive Board.
  6. Facilitate the incorporation of the current ALERT system into the ALERT/ETAC system and relinquish organizational control over ALERT to the Executive Board of ALERT/ETAC. BOPC will become the operational organization for the ALERT/ETAC system and will maintain daily operational control as provided herein.
  7. The Executive Board may, as it deems appropriate, create policies, procedures, practices and/or rules affecting the day-to-day operations of the ALERT/ETAC. All Participating Agencies, to the extent applicable to them, agree to follow and comply with said policies, procedures, practices and/or rules created by the Executive Board.
- F. **Initial Commitment of Resources.** The Participating Agencies shall make an initial commitment of resources to ALERT/ETAC, in the amounts set forth in Appendix A attached hereto. The initial commitment shall be payable to ALERT/ETAC on or before the \_\_\_ day of \_\_\_\_\_, 2006.
- G. **Commitment of Resources.** The purchase of property, equipment, supplies or materials in excess of \$5,000 in value, or any purchase, obligation, or encumbrance that exceeds \$5,000 in value shall first be authorized by the Executive Board, when such purchase, obligation, or encumbrance is related to assets, funds or obligations of the ALERT/ETAC. The Executive Board, or any agent or employee thereof, shall comply with the Kansas Cash Basis law and is not authorized to and shall not incur a financial obligation or create indebtedness in excess of funds on hand and unencumbered by any other commitment.
- H. **Annual Commitment of Resources.** It is anticipated that the continued maintenance of the ALERT/ETAC will require additional annual contributions of capital by Participating Agencies, and any authorized User Agency, beginning with the renewal date of July 1, 2007. The Executive Board shall determine the appropriateness, necessity, and extent of the required annual contributions, and advise Participating and User Agencies of the amount and manner in which the sum was determined, on or before April 1 of each calendar year during which this Agreement shall renew. The annual contribution of a Participating or User Agency shall be paid on or before July 1 of each calendar year during which this Agreement shall be renewed.

#### IV. IMMUNITY

To the extent permitted by law, the parties hereto shall enjoy immunity from liability in the process of providing cooperation under this Agreement. Nothing in this Agreement should be construed to in any way limit immunities available to the parties.

#### V. EFFECTIVE DATE/DURATION/TERMINATION

- A. This Agreement shall become effective upon execution by all Participating Agencies listed in Section I above.
- B. This Agreement shall be effective for a term of one (1) year from the effective date of July 1, 2006. This Agreement shall then automatically renew for a term of one year among those Participating Agencies who pay the annual contribution fee in the amount determined by the Executive Board on or before July 1<sup>st</sup> of the renewal year term. This automatic renewal shall continue for the duration of the ALERT/ETAC.

This Agreement shall not automatically renew and shall then expire at the end of the then current term as to any Participating Agency that fails to appropriate and pay the annual contribution fee in the amount determined by the Executive Board on or before July 1<sup>st</sup> of the renewal year term, or that has otherwise provided notice of its intent to terminate the Agreement as provided in Paragraph C, below. Any Participating Agency that fails to pay the annual contribution fee or that provides notice of intent to terminate shall have no rights or obligations after such termination under this Agreement and the terms of this Agreement shall automatically be modified to the exclusion of such Participating Agency to this Agreement. The Participating Agency shall be responsible for those obligations accrued while a Participating Agency to this Agreement.

- C. Any Participating Agency may terminate its relationship with the ALERT/ETAC and withdraw from this Agreement at any time by written notification to the current chair of the Executive Board at least 30 days prior to withdrawal. Upon termination a terminated agency's information shall remain in the system and the terminated agency shall forfeit interest in any contributions made and any interest in any money and/or property that may be acquired by ALERT/ETAC. The terminated agency will have no right to participate in the division of that money and/or property in the event of the dissolution of ALERT/ETAC.

## VII. MODIFICATIONS AND AMENDMENTS

This Agreement may not be modified or amended except by written consent of the Governing Body of each Participating Agency at the time of such modification or amendment.

## VIII. MISCELLANEOUS PROVISIONS

- A. Headings Irrelevant. The paragraph headings and numbering in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the terms of this Agreement.
- B. No Third Party Rights. Nothing in the Agreement is intended to confer or does confer any rights, duties or obligations on any person other than the Participating Agencies.

- C. Settlement of Disagreements/Disputes. Disagreements and disputes among Participating Agencies arising under or relating to this Agreement shall be resolved by consultation by and between the affected Agencies or, in the event an agreement cannot be reached, through the Executive Board. Disagreements and disputes will not be referred to any court or to any other person or entity for settlement.
- D. Severability. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the intent of the Participating Agencies as reflected in this Agreement.
- E. Execution. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

This Agreement shall be in full force and effect and the parties have hereunto set their hands this \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---



---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---

---

---

Notary Public

My Commission Expires:

---

**TO CONSIDER THE RESCINDING OF CITY COUNCIL POLICY #340 –  
POLICE RESERVE UNIT**

**Issue:**

Should the City of Prairie Village rescind City Council Policy #340 that pertains to a Police Reserve Unit?

**Background:**

The Prairie Village Police Department for many years had a police reserve program that was used to supplement police manpower. The use of such reserve officers was complicated in the mid 1990's due to liability, training and CAELA standards issues. The Chief of Police disbanded the reserve unit in 1996.

It was recently discovered that in some city council policy notebooks that policy had been removed; however, the policy was never formally rescinded by the City Council.

**Recommendation:**

**STAFF RECOMMENDS THAT THE CITY OF PRAIRIE VILLAGE RESCIND CITY COUNCIL POLICY #340 REGARDING POLICE RESERVE UNIT**

**Issue:**

Should the City Council adopt a fee for providing electronic versions of public documents?

**Background:**

City policy permits the City to charge for providing copies of public records. If records are readily available, the records custodian (usually the City Clerk) does not typically charge a fee. However, when fulfilling a request requires staff time to locate and photocopy records, a fee is charged. This fee is 50 cents/page for the first 10 pages, and 10 cents/page thereafter. If significant staff time is required, the requestor is also charged for the cost of the employee's time to conduct the research.

The current fee schedule assumes that records will be provided on paper. Changes in technology now allow public documents to be provided in a variety of forms, and the City should consider revising its fee schedule to reflect these changes.

An effective way to respond to records requests is to provide documents in electronic format, such as a CD. This can be a more cost effective way, saving both paper and staff time.

**Recommendation**

**RECOMMEND THE CITY COUNCIL AMEND THE CITY FEE SCHEDULE,  
ESTABLISHING A FEE OF \$1 PER DOCUMENT FOR EACH DOCUMENT PROVIDED  
ON CD OR DISK.**

**COUNCIL ACTION REQUIRED**

**Issue: Prairie Village Legislative Priorities**

**Background:**

For several years the Governing Body met with the City's state legislators at a breakfast meeting early in the session. At these meetings state representatives presented their priorities and explained their committee assignments. The Council then presented their legislative priorities with a request that representatives support them .

Three years ago these breakfast meetings were discontinued by the Council. A Legislative Program adopted by the Council was mailed to representatives in 2004, 2005 and 2006 (copies attached).

Staff prepared a composite of the 2007 priorities established by other cities in the area. (copy attached)

This is a Council discussion item::

- ❖ Does Council want to develop Legislative Priorities for 2007? If yes, staff will add discussion of priorities to the next Council Committee agenda
- ❖ Does Council want to meet with the delegation, mail the City's Legislative Program to representatives or deliver the document personally on City Hall Day at the Capitol (January 25, 2007).

## EXISTING PRAIRIE VILLAGE PRIORITIES

**State Funding of Public Education** – The City of Prairie Village supports legislation that would remove or raise school districts' local option budget cap – the limit on money a district can raise through taxes above its basic state aid. The City does not oppose a state tax increase to fund public education.

*This is a listed 2007 priority for: Shawnee and JOCO.*

**Municipal Revenue** – The City of Prairie Village supports legislation that preserves existing municipal revenue sources, including state aid, or provides authority for local option municipal revenue enhancement.

*This is a listed 2007 priority for: Mission, Olathe and LKM.*

**Unfunded State Mandates** – The City of Prairie Village opposes legislation that imposes additional state mandated functions, activities, or practices on units of local government.

*This is a listed 2007 priority for: Shawnee, Mission, Olathe, LKM and JOCO.*

**Spending Limitations and Tax Lids** – The City of Prairie Village opposes legislation imposing limits to either taxing or spending by local governments. Consistent with the concept of Home Rule authority, local governing bodies most appropriately make local taxing and spending decisions.

*This is a listed 2007 priority for: Shawnee, Mission, Olathe, LKM and JOCO.*

**Franchises and Franchise Fees** – The City of Prairie Village encourages the Kansas Congressional Delegation and the Kansas Legislature to protect the ability of cities to manage their rights-of-way and impose franchise fees regarding telecommunications and cable companies.

*This is a listed 2007 priority for: Shawnee, Olathe, MARC, LKM, and JOCO.*

**Eminent Domain** – The City of Prairie Village supports legislation which continues to allow for the use of eminent domain for economic and community development purposes, including blight remediation, without seeking legislative approval.

*This is a listed 2007 priority for: Shawnee, Olathe, LKM, and JOCO.*

## LEGISLATIVE PRIORITIES TO CONSIDER FOR 2007

(1) **Public Infrastructure Systems** – Support legislation for regional public infrastructure systems including mass transportation. *2007 priority for Mission, Olathe, MARC and LKM.*

(2) **Public Notices** – Supports legislation that gives cities the right to publish public notices and records electronically on their websites as opposed to in a commercial print media publication. *2007 priority for Olathe.* PV spent approximately \$2,500 on public notices in 2006.

(3) **Ballot Taxing Authority** – Support legislation that limits non-elected bodies from placing tax issues on a ballot for public approval. *2007 priority for Olathe.*

(4) **Homeland Security** giving local governments maximum flexibility over use of monies and resources for Homeland Security. *2007 priority for Shawnee, Mission, LKM and JOCO.*

(5) In 2007, *MARC* supports changing KSA 73-201 regarding **Veteran's preference** in hiring and promotion to be revised to apply only to initial employment, and that all promotions thereafter should be based upon merit.

## Prairie Village Elected Officials

# REFERENCE MATERIALS

## 2006 PV Legislative Priorities

**State Funding of Public Education** – The City of Prairie Village supports legislation that would remove or raise school districts' local option budget cap – the limit on money a district can raise through taxes above its basic state aid. The City does not oppose a state tax increase to fund K-12 public education.

**Municipal Revenue** – The City of Prairie Village supports legislation that preserves existing municipal revenue sources, including state aid, or provides authority for local option municipal revenue enhancement.

**Unfunded State Mandates** – The City of Prairie Village opposes legislation that imposes additional state mandated functions, activities, or practices on units of local government.

**Spending Limitations and Tax Lids** – The City of Prairie Village opposes legislation imposing limits to either taxing or spending by local governments. Consistent with the concept of Home Rule authority, local governing bodies most appropriately make local taxing and spending decisions.

**Franchises and Franchise Fees** – The City of Prairie Village encourages the Kansas Congressional Delegation and the Kansas Legislature to protect the ability of cities to manage their rights-of-way and impose franchise fees regarding telecommunications and cable companies.

**Local Control of Firearms** – The City of Prairie Village supports legislation which defends local control and opposes preemption of local ordinances regarding firearms.

**Eminent Domain** – The City of Prairie Village supports legislation which continues to allow for the use of eminent domain for economic development purposes, and strengthens the process which balances private property interests and the welfare of the community at large.

## 2005 PV Legislative Priorities

**State Funding of Public Education** – The City of Prairie Village supports legislation that would remove or raise school districts' local option budget cap – the limit on money a district can raise through taxes above its basic state aid. The City does not oppose a state tax increase to fund K-12 public education.

**Municipal Revenue** – The City of Prairie Village supports legislation that preserves existing municipal revenue sources, including state aid, or provides authority for local option municipal revenue enhancement.

**Unfunded State Mandates** – The City of Prairie Village opposes legislation that imposes additional state mandated functions, activities, or practices on units of local government.

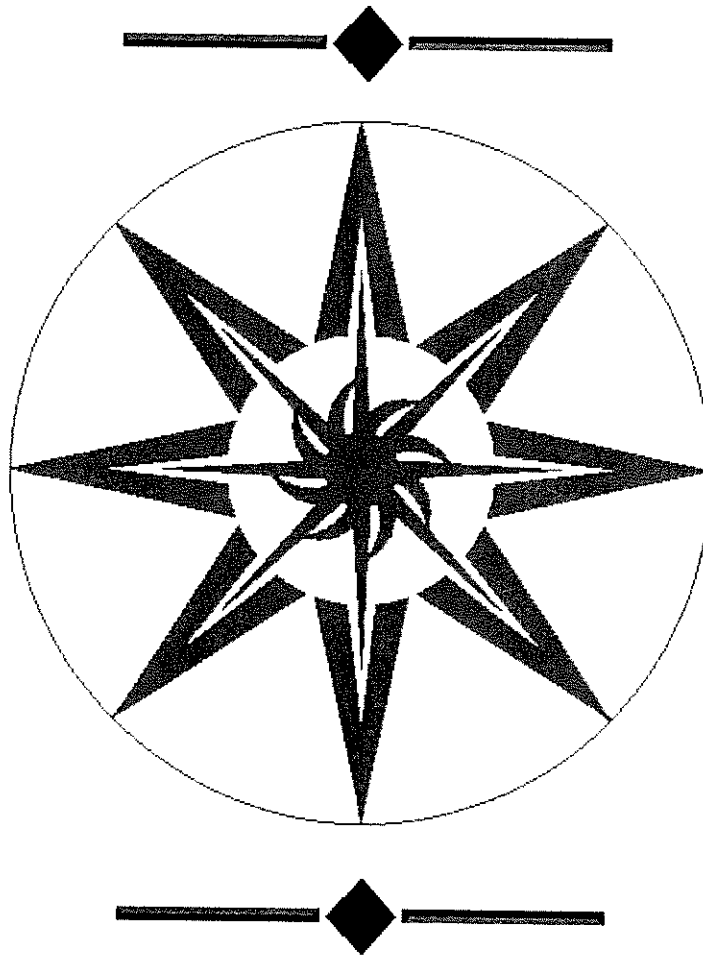
**Spending Limitations and Tax Lids** – The City of Prairie Village opposes legislation imposing limits to either taxing or spending by local governments. Consistent with the concept of Home Rule authority, local governing bodies most appropriately make local taxing and spending decisions.

**Franchises and Franchise Fees** – The City of Prairie Village supports legislation that ensures that municipal property is not used for private gain without adequate compensation to the city for such a privilege.

**Kansas Open Records Act and Kansas Open Meetings Act** – The City of Prairie Village supports retention of current exceptions when the disclosure exceptions in the existing law are reviewed by the legislature.

**Eminent Domain** – The City of Prairie Village supports current law governing municipalities' use of eminent domain. As the United States Supreme Court is slated to address this issue in the near future, the City believes the Legislature should refrain from action until a decision is reached.

# **CITY OF PRAIRIE VILLAGE**



## **LEGISLATIVE PROGRAM 2004**

## 2004 Legislative Priorities

### REVENUE AND TAXATION

**Municipal Revenue** The City of Prairie Village supports legislation that preserves existing municipal revenue sources, including state aid, or provides authority for local option municipal revenue enhancement.

**Unfunded State Mandates** The City of Prairie Village opposes legislation that imposes additional state mandated functions, activities, or practices on units of local government.

**Spending Limitations and Tax Lids** The City of Prairie Village opposes legislation imposing limits to either taxing or spending by local governments. Consistent with the concept of Home Rule authority, local governing bodies most appropriately make local taxing and spending decisions.

**Franchises and Franchise Fees** The City of Prairie Village supports legislation that ensures that municipal property is not used for private gain without adequate compensation to the city for such a privilege.

### EDUCATION

**State Funding of Public Education** The City of Prairie Village supports legislation that would remove or raise school districts' local option budget cap—the limit on money a district can raise through taxes above its basic state aid. The City does not oppose a state tax increase to fund K-12 public education.

## Listing of Elected City Officials

All public officials and appointed staff can be reached at the Prairie Village Municipal Building by calling 913-381-6464 or by sending an e-mail to their respective addresses.

### Mayor

4/2003 Ron SHAFFER  
mayor@pvkansas.com

### Council Member

#### **WARD I**

4/2006 Bill GRIFFITH  
bgriffith@pvkansas.com  
4/2004 Al HERRERA  
aherrera@pvkansas.com

#### **WARD II**

4/2006 Steve NOLL  
snoll@pvkansas.com  
4/2004 Ruth HOPKINS  
rhopkins@pvkansas.com

#### **WARD III**

4/20/06 Greg COLSTON  
gcolston@pvkansas.com  
4/2004 Roy TRUE  
rtrue@pvkansas.com

#### **WARD IV**

4/2006 Laura WASSMER  
lwassmer@pvkansas.com  
4/2004 Jerry KELSO  
jkelso@pvkansas.com

#### **WARD V**

4/2004 B. Kay WOLF  
kwolf@pvkansas.com  
4/2006 Jeff ANTHONY  
janthony@pvkansas.com

#### **WARD VI**

4/2006 VACANT  
4/2004 Diana Ewy SHARP  
desharp@pvkansas.com



## **COU2007-08 Consider Budget Goals and Guidelines for 2008**

### **Background:**

Council Policies for development of the annual budget provide direction for staff members who prepare the budget document.

Council Goals for the 2007 budget were based on the Community Vision Statement adopted in 2000 and were generally the same as those adopted for the 2006 budget.

### **COMMUNITY VISION STATEMENT**

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

### **Goals and Strategies:**

#### **Maintain a “sense of place” and a “sense of community”**

- Continue effective communication with constituents
- Sponsor community events
- Continue planning and redevelopment projects that improve the community

#### **Maintain financial strength of the City**

- Ensure a strong economy for the City
- Continue conservative approach to budgeting
- Project Fund Balance of 20% at yearend
- Manage City investments of temporarily idle funds
- Maintain mill rate for 2008 at the 2007 level
- Increase City controlled revenue sources by CPI

#### **Continue public service levels**

- Continue effective police protection
- Maintain Capital Improvement budget at a minimum of \$3 million
- Improve and maintain other City-owned property
- Continue park development and recreation programs

These long term goals (in bold font) have not changed significantly since they were adopted. The short term goals change based on Council direction for the coming year.

Staff needs direction :

1. Should long term goals remain the same for the 2008 budget
2. Should short term goals be the same for the 2008 budget
3. What changes should be made, goals deleted, added, changed

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Tuesday, January 16, 2007  
7:30 p.m.**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. PUBLIC PARTICIPATION**
- V. SPECIAL PRESENTAION – BY GARY NUSSBAUM – HURRICANE RELIEF EFFORTS**
- VI. CONSENT AGENDA**

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

**By Staff:**

- 1. Approve Regular Council Meeting Minutes – January 2, 2007
- 2. Claims Ordinance 2634
- 3. Ratify the Mayor's appointment of Patrick Delaney as Chairman of the Civil Service Commission and the reappointment of David H. Lillard to another three-year term expiring January, 2010 on the Civil Service Commission.

**By Committee:**

- 4. Approve Amendments to Personnel Policy 1065 – Deferred Compensation Plan. (Council Committee of the Whole Minutes – January 2, 2007).
- 5. Approve Project SP105: 2007 crack seal/slurry seal/micro-surfacing program bid award (Council Committee of the Whole Minutes – January 2, 2007).
- 6. Approve the construction contract with Holiday Contracting, Inc. for Project 191019: Canterbury Street Sidewalk Improvements for \$90,400.00 (Council Committee of the Whole Minutes – January 2, 2006).
- 7. Authorize the Mayor to enter into a letter of participation with the Mid America Regional Council First Suburbs Coalition Remodeling Loan Program. (Council Committee of the Whole Minutes – January 2, 2006).
- 8. Approve a mentoring program for new council members with the mentor designate being the person elected as Council President – City Council Policy CP032 Council Mentoring Program (Council Committee of the Whole Minutes – January 2, 2006).
- 9. Approve the 2007 Learn to Swim contract as written (Park and Recreation Committee Excerpt of Minutes – January 10, 2007).
- 10. Approve the 2007 use agreement with Johnson County Parks and Recreation with an increase in the water exercise fee to \$9.00 an hour
- 11. (Park and Recreation Committee Excerpt of Minutes – January 10, 2007).
- 12. Approve the 2007 Day Camp agreement with Johnson County Park and Recreation District with an increase in the daily shelter rental fee to \$20 and an increase in the daily pool entrance fee to \$4.50 (Park and Recreation Committee Excerpt of Minutes – January 10, 2007).
- 13. Approve the 2007 agreement with British Soccer for the use of city facilities for soccer camps with an increase in fees to \$11 for a thee-hour camp (Park and Recreation Committee Excerpt of Minutes – January 10, 2007).
- 14. Approve the 2007 agreement with Challenger Sports for the use of city facilities for sports camps and increase the fee to \$11 per participant (Park and Recreation Committee Excerpt of Minutes – January 10, 2007).

- VII. COMMITTEE REPORTS**  
**Smoke Free Workplace Task Force – David Belz**
- VIII. OLD BUSINESS**
- IX. NEW BUSINESS**

**X. ANNOUNCEMENTS**

**XI. ADJOURNMENT**

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

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

# **CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**Tuesday, January 16, 2007**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
JANUARY 2, 2007**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, January 2, 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, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Charles Clark, Wayne Vennard, Diana Ewy Sharp and David Belz.

Also present were: Barbara Vernon, City Administrator; Charles Wetzler, City Attorney; Charles Grover, Chief of Police; Bob Pryzby, Public Works Director; Doug Luther, Assistant City Administrator; and Jeanne Koontz, Administrative Support Specialist.

Mayor Shaffer led all present in the Pledge of Allegiance.

**OATH OF OFFICE**

Mayor Shaffer administered the Oath of Office to newly appointed Judge M. Bradley Watson.

**PUBLIC PARTICIPATION**

No one was present to address the Council.

**CONSENT AGENDA**

David Belz moved the approval of the Consent Agenda for Tuesday, January 2, 2007:

1. Approve Regular Council Meeting Minutes - December 18, 2006.
2. Approve a three year contract with AT&T for long distance services.
3. Approve a three year contract with Keller Fire Safety for fire extinguisher services.
4. Approve a three year contract with northeast Painting Co. for painting services (buildings, park furnishings and swimming pool buildings and equipment).
5. Approve a three year contract with VanBooven for tree planting services.

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

Mayor Shaffer asked Charles Wetzler for advice on abstaining from items on the consent agenda. He asked whether a council member could abstain from the consent agenda if they only

have a problem with one item but did not wish to remove the item from the agenda to consider it separately.

Mr. Wetzler replied there must be seven "aye" votes for the consent agenda to pass. It is not a problem for a council member to abstain as long as there are seven "aye" votes.

## COMMITTEE REPORTS

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

#### Consider Special Use Permit for Communications Antenna at 7700 Mission Road

David Belz stated the Council Committee of the Whole decided to remove this item from the agenda pending further information from staff and legal counsel.

### **Selection Committee Report**

Ruth Hopkins reported the Selection Committee received proposals from seven firms, interviewed three firms by phone (Bennett Yarger, The PAR Group, and The Mercer Group), and selected The Mercer Group.

Laura Wassmer asked what the company is doing for the money. Ruth replied they will come to the City, create a profile, talk to elected officials about what they want in a candidate, conduct a nationwide search, narrow the list down according to Council's wishes, present a final list and help facilitate the interview process and contract. She stated if Council decides the person selected does not work out, Mercer will conduct the search again charging only the cost of direct expenses.

Mayor Shaffer said Mercer will work with the City for all three searches. Ruth Hopkins said the search for the Police Chief will most likely be completed by April; the committee wanted to proceed at full speed.

Al Herrera asked if in-house candidates will be considered. Ruth Hopkins replied they will be considered; this was something the committee specifically discussed with the company.

Andrew Wang asked if there is a time when the council will be able to discuss with Mercer what they want. Ruth Hopkins said the council will have that opportunity on Mercer's first visit. Mr. Wang asked when council members would be able to evaluate the final candidates on paper or in person. Ms. Hopkins said council members will be able to participate in that process; the committee

discussed doing this in executive session. Charles Clark said part of the process will involve scripted questions and the council will get to see the final candidates.

David Belz asked if the timetable has been pushed back a little bit. Ruth Hopkins said the timetable provided is very preliminary and barring approval of the contract Mercer could be here as early as next week.

Laura Wassmer asked why the selection committee picked Mercer. Ruth Hopkins responded Mercer is up to date on the area, especially Johnson County, and he had incredible recommendations. Wayne Vennard said his telephone interview was excellent. Michael Kelly stated he gave his opinion but also acknowledged he was interested in the City's opinion; he also uses technology efficiently and has videoconferencing capabilities.

On behalf of the Selection Committee, Ruth Hopkins moved the City Council approve the agreement with The Mercer Group to provide executive search services for the positions of Chief of Police, City Administrator and Director of Public Works per the proposal submitted subject to the approval of the City Attorney. The motion was seconded by David Voysey and passed unanimously.

#### **Community Center Report**

David Belz reported on behalf of the Community Center Study Committee. Mr. Belz said the committee decided it would be best to hire a consultant who would conduct surveys to gather information about the inventory in and around Prairie Village to determine whether the City needs a Community Center.

On behalf of the Community Center Study Committee, David Belz moved the City Council approve an agreement with Olsson associates to conduct a community asset inventory at a cost not to exceed \$10,000 with funding from the 2007 General Fund Contingency. Charles Clark seconded the motion.

Mayor Shaffer asked if there was discussion on the issue.

Al Herrera stated he does not want to spend \$10,000 for this purpose. He said the Powell Center is close and Overland Park just built a new center. He does not see Prairie Village supporting a community center. He suggested the YMCA renovate their place. David Belz said originally the

committee was looking at partnering with the YMCA; this inventory would help us decide if we even want to take that step.

Ruth Hopkins said a list of all the available recreation facilities will not do us any good if we do not know how often they are used. David Belz said the consulting firm is going to work with us to get the information we want. Doug Luther said the consultants would be conducting a survey that has not yet been written in order to determine the market. He stated one of the questions that will be asked is how much a center is utilized.

Wayne Vennard stated he does not think we will build a community center that will cost \$10 - \$20 million. He asked if the information will do any good if we do not build a community center. David Belz responded at some point down the line constituents are going to say they would like a community center in Prairie Village. If the City has the information from a consultant, the public can see that the data points one way or the other.

Andrew Wang proposed a committee could come together and construct their own survey which could be conducted with the help of volunteers; this would create the data without the cost. David Belz said this idea came up at the committee meeting and there are still members who prefer it. He stated he feels it will be perceived as purer data if the City does not have their hands in developing it.

Diana Ewy Sharp said part of the Park and Recreation plan is to explore the feasibility of a community center. She said she agrees that it needs to be done by an outside source. She feels there is a premeditated answer by the Council that we cannot afford a community center; she asked the Council to look at this with an open mind.

Al Herrera said it would be nice to have a community center but asked if we were going to spend \$10,000 on everything listed in the Village Vision. He stated this is at the bottom of his priorities; he would rather revitalize Mission Road, 75<sup>th</sup> Street and State Line Road than build a community center. He says he has talked with many Prairie Village residents who use the Powell Center and they do not have a problem going there. He suggested letting the YMCA lead the venture. David Belz said the inventory is part of the process with the YMCA. The committee viewed a YMCA



community center in Platte County where the County paid for the building and the YMCA did the staffing and programming.

Michael Kelly said he is in favor of getting this process going. He said if one of the City's missions is to attract families to Prairie Village, we need to stay competitive. Ruth Hopkins said she would like to see the results of the survey on the Village Vision priorities to see how the community center ranks with all the council members before proceeding. Michael Kelly said he feels the council should be able to answer the question of whether a community center is needed.

Laura Wassmer stated she agrees completely with Mr. Herrera and Ms. Hopkins. She said the Council keeps spending \$10,000 here and there and the money is going everywhere except in a prioritized place. She said she would rather stop the flow of money to see if the Council can agree on one direction. Ms. Wassmer stated it is much easier to look at funding the fun projects than to really take a look at the difficult issues, such as increasing revenues. She said in the end no matter what the survey says we do not have the money to fund a community center.

Diana Ewy Sharp made a motion to call the question. The motion was seconded by Ruth Hopkins and passed unanimously.

David Belz reread the motion. The motion failed by a vote of 6 to 4 with Michael Kelly, David Belz, Diana Ewy Sharp, and Charles Clark voting "aye".

David Belz said the committee will meet and decide where to go from here.

## OLD BUSINESS

Bob Pryzby reported back on the status of the sculpture with the City of Leawood. He contacted their Public Works Director who said the lighting proposed is internal only and the sign in question is a plaque which will say "Dedicated by Leawood Arts Council".

David Belz commented the plaques should have Prairie Village listed somewhere since it is our property. Bob Pryzby suggested the City Attorney could negotiate that. Mayor Shaffer asked Mr. Wetzler if the City of Leawood had come to terms with a 50 year agreement. Mr. Wetzler said the 50 years is okay. He advised that the Council wait to approve it until the City of Leawood's Council approves it. He said he will ask if the plaque could say "in cooperation with the City of Prairie Village".

Mayor Shaffer asked Mr. Pryzby about the bumps in the road at Somerset and Mission Road. Mr. Pryzby responded that he is having experts analyze the problem and is still waiting for an answer.

**NEW BUSINESS**

There was no new business before the Council.

**ANNOUNCEMENTS**

Al Herrera stated after having a bad experience with the emergency response in Kansas City, MO, he realizes how lucky Prairie Village is to have emergency staff that will respond in 2 ½ minutes. He commended the Prairie Village and Johnson County emergency staff.

Mayor Shaffer noted the retirement celebration that took place for Frank Bardwell last Saturday afternoon. All past Mayors from Prairie Village were there and Mayor Shaffer presented him with a proclamation and a key to the City.

Mayor Shaffer highlighted the upcoming Northeast Johnson County Chamber dinner on January 12<sup>th</sup>, City Hall day at the Capital on January 25<sup>th</sup>, the Johnson County Convener Reception Thursday January 4<sup>th</sup> from 5-7 pm at the Universal Underwriters Group, the LNE reception on January 24<sup>th</sup> from 5-7 pm at Outback Steakhouse and the First Suburbs Committee meeting at Gladstone from 8-10 am on January 26<sup>th</sup>. He also noted City offices will be closed January 15<sup>th</sup> in observance of Martin Luther King Jr. Day so the next Council meeting will be on the 16<sup>th</sup>. He also noted Holiday Tree Donations are still being accepted.

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

|  |            |           |
|--|------------|-----------|
| Municipal Foundation                                 | 01/08/2007 | 5:30 p.m. |
| Sister City  | 01/08/2007 | 7:00 p.m. |
| Park and Recreation Committee                        | 01/10/2007 | 7:00 p.m. |
| Smoke Free Workplace Taskforce<br>(Community Center) | 01/10/2007 | 7:00 p.m. |
| Council Committee of the Whole (Tuesday)             | 01/16/2007 | 6:00 p.m. |
| City Council (Tuesday)                               | 01/16/2007 | 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 January. The opening reception will be held on January 12<sup>th</sup> from 6:30 to 7:30 p.m.

The Northeast Johnson County Chamber of Commerce Annual Dinner is January 12<sup>th</sup> at the Lake Quivira Country Club.

The city offices will be closed January 15<sup>th</sup> in observance of Martin Luther King Day. Deffenbaugh also observes this holiday and trash pickup will be delayed a day.

City Hall Day at the Capital is January 25<sup>th</sup>.

Donations to the Holiday Tree fund are still being accepted. 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.

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

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

### **ADJOURNMENT**

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

8:30 p.m.

Jeanne Koontz  
Administrative Support Specialist

# CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No.   1  

January 16, 2007

**Copy of Ordinance**  
2634

Ordinance Page No.       

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

| NAME  | WARRANT NUMBER | AMOUNT     | TOTAL                  |
|---|----------------|------------|------------------------|
| <b>EXPENDITURES:</b>                          |                |            |                        |
| Accounts Payable                              |                |            |                        |
| 85233-85328                                   | 12/1/2006      | 332,765.20 |                        |
| 85329-85339                                   | 12/7/2006      | 8,346.70   |                        |
| 85341-85459                                   | 12/15/2006     | 423,374.93 |                        |
| 85460-85468                                   | 12/21/2006     | 105,417.80 |                        |
| 85469-85565                                   | 12/29/2006     | 187,458.92 |                        |
| Payroll Expenditures                          |                |            |                        |
| 12/1/2006                                     |                | 854.95     |                        |
| 12/8/2006                                     |                | 200,641.00 |                        |
| 12/22/2006                                    |                | 200,857.45 |                        |
| Electronic Payments                           |                |            |                        |
| Intrust Bank -credit card fees (General Oper) |                | 506.53     |                        |
| State of Kansas - sales tax remittance        |                | 35.50      |                        |
| Marshall & Ilsley - Police Pension remittance |                | 6,551.63   |                        |
| Intrust Bank - fee                            |                | 343.82     |                        |
| KCP&L   |                | 6,443.97   |                        |
| MHM - Section 125 admin fees                  |                | 287.92     |                        |
| Intrust Bank - purchasing card transactions   |                | 7,203.37   |                        |
| Kansas Gas                                    |                | 3,097.12   |                        |
| <b>TOTAL EXPENDITURES:</b>                    |                |            | <b>\$ 1,484,186.81</b> |
| Voided Checks                                 |                |            |                        |
| Kansas City T-Bones           77534           |                | (60.00)    |                        |
| Ace Suppy                       78097         |                | (9.76)     |                        |
| KACE                             78503        |                | (100.00)   |                        |
| Precision Printing           79617            |                | (237.50)   |                        |
| Ryan King                       80067         |                | (6.50)     |                        |
| Kansas City T-Bones           80497           |                | (60.00)    |                        |
| Miller Marley                  80519          |                | (100.00)   |                        |
| Dawn Clausius                 80913           |                | (6.50)     |                        |
| Clerk of the Dist Court       85369           |                | (250.00)   |                        |
| David Oliver                   85260          |                | (200.00)   |                        |
| <b>TOTAL VOIDED CHECKS:</b>                   |                |            | <b>(1,030.26)</b>      |
| <b>GRAND TOTAL CLAIMS ORDINANCE</b>           |                |            | <b>1,483,156.55</b>    |

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

Passed this 16th day of January 2007.

Signed or Approved this 16th day of January 2007.

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
*City Treasurer*

\_\_\_\_\_  
*Mayor*

**Issue:**

**Consider appointments to the Civil Service Commission**

**Background:**

Mayor Shaffer is pleased to place before you the appointment of Patrick Delaney as Chairman of the Civil Service Commission replacing David Lillard and the reappointment of David H.Lillard to the Commission for another three-year term expiring in 2010. Both of their volunteer information sheets are attached.

**Recommendation:**

**Ratify the Mayor's appointment of Patrick Delaney as Chairman of the Civil Service Commission and the reappointment of David H. Lillard to another three-year term expiring January, 2010 on the Civil Service Commission.**

**CONSENT AGENDA**

### City of Prairie Village

### APPLICATION TO VOLUNTEER

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208.

Name Patrick F. Delaney Spouse's Name Linda  
 Address 3606 W. 73 ST PV KS Zip 66208 Ward \_\_\_\_\_  
 Telephone: Home 913-236-7930 Work 913-649-5599  
 Fax 913-649-3661 Other Number(s): 913-558-4909  
 Business Affiliation Miller Building Services, Inc.  
 Business Address 8363 Nieman Rd, Lenexa, KS  
 What Committee(s) interests you? Civil Service Commission

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

I come from a Police Family - my grandfather and his brother, my father, and three of my brothers were/are Chicago policemen. I have a strong appreciation for the service police provide to a community. I have a master's in Business Administration with an emphasis in Organizational Behavior. I have been trained in Group Facilitation and Mediation. For over 20 years, I served as an advisor to management (SSA and HPS) in the Federal Government in the areas of Employee Relations and Labor Relations. My work centered on correcting behavior and/or performance deficiencies - and when correction was not possible, insuring that disciplinary actions were factually sound, procedurally correct, and legally sustainable. After my

Thank you for your interest in serving our community. Retirement, I worked with the United Way for three years. Pat A

CITY OF PRAIRIE VILLAGE  
 APPLICATION TO VOLUNTEER

To: Civil Service Commission

Please complete this form and return it to the City Clerk, 7700 Mission Road, Prairie Village, Kansas 66208.

Name DAVID H. LILLARD  
 Address 3607 W 84 TERR Ward \_\_\_\_\_  
 Telephone Number 649-8930  
 Business Affiliation Black + Veatch  
 Business Address 1500 Meadow Lake Pkwy, PO Box 8405  
 Business Phone 339-8560 KC MO 64114  
 What committee interests you? CIVIL SERVICE COMMISSION

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

PROFESSIONAL ENGINEER (CIVIL)  
HUMAN RESOURCES  
EMPLOYEE BENEFITS

FOR CITY HALL USE ONLY:

| POSITION                 | DATE ELECTED | DATE APPOINTED  | LENGTH OF TERM | TERMINATION   |
|--------------------------|--------------|-----------------|----------------|---------------|
| <u>Civil Service Com</u> |              | <u>11/21/74</u> | <u>3</u>       | <u>1/1/98</u> |
|                          |              |                 |                |               |
|                          |              |                 |                |               |

a:volunter

**COUNCIL COMMITTEE OF THE WHOLE  
JANUARY 2, 2007**

The Council Committee of the Whole met on Tuesday, January 2, 2007 at 6:00 p.m. The meeting was called to order by Council President David Belz with the following members present: Mayor Shaffer, Al Herrera, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Charles Clark, Wayne Vennard and Diana Ewy Sharp. Staff members present: Barbara Vernon, City Administrator; Charles Wetzler, City Attorney; Charles Grover, Chief of Police; Tom Trienens, Manager of Engineering Services; Doug Luther, Assistant City Administrator and Jeanne Koontz, Administrative Support Specialist.

Diana Ewy Sharp requested Project 191019 be removed from the Consent Agenda.

Al Herrera moved the approval of the Consent Agenda for Tuesday, January 2, 2007 as amended:

- **Approve Amendments to Personnel Policy 1065 - Deferred Compensation Plan**
- **Approve Project SP105: 2007 crack seal/slurry seal/micro-surfacing program bid award**

**COUNCIL ACTION NEEDED  
CONSENT AGENDA**

The motion was voted on and passed unanimously.

Diana Ewy Sharp noted she is a strong advocate for sidewalks in neighborhoods but on this particular project it would be prudent and wise to let it lie for awhile perhaps until the next reconstruction of the street. She said the Council is choosing to put the sidewalk on the West side of the street, not where the neighborhood wants it.

Al Herrera stated the Council changes too often on sidewalks. He said in the beginning the Council told the neighborhood to get a petition and at one point the citizens decided they did not care which side of the street the sidewalk is on. He said if the Council waits on this project, these problems could come up again.

Ruth Hopkins moved approval of the construction contract with Holiday Contracting, Inc. for Project 191019: Canterbury Street Sidewalk Improvements for \$90,400.00. The motion was seconded by Wayne Vennard and passed by a vote of 9 to 1, with Diana Ewy Sharp voting "nay".

**COUNCIL ACTION NEEDED  
CONSENT AGENDA**



Doug Luther, Assistant City Administrator, gave a brief overview of the Home Improvement Loan Program the City has been working on with Mid-America Regional Council's First Suburbs Coalition. The Program would allow residents who qualify in Prairie Village to receive a lower interest loan enabling them to remodel and renovate their home. The program will be administered by Community America Credit Union. The cost to the City is \$250. MARC will aid in running the program.

Dean Katerndahl, Staff Coordinator for the First Suburbs Coalition, stated one of the common issues in first suburbs is the older housing stock built between WWII and the 1970's. First Suburbs Coalition came out with an idea book on how to renovate these homes. The idea for the home loan program came from people who were asking how they could finance renovations to their homes. Mr. Katerndahl stated he first approached local governments to put this program together using Fannie Mae and banking institutions. The process was becoming arduous and Community America stated they would do the program on their own without Fannie Mae. There will be a \$2 million pool for home equity loans within first suburbs in the Kansas City Metropolitan Area. Mr. Katerndahl said a couple of cities have already signed the letter of participation.

Andy Tuck, Director of Financing and Accounting for Community America Credit Union, stated this is a nice program for cities. Applicants can apply over the phone. He said Community America is able to offer an interest rate that is significantly below other rates. The partnership with cities will help to offset the marketing costs. He said Community America withstands all risks for the loan.

Laura Wassmer asked if there are any closing costs associated with the loan. Andy Tuck stated there are no closing costs.

Laura Wassmer stated there are many homes in Prairie Village that are just slightly over the \$200,000 mark that could benefit from these loans. She asked if there is any room to increase that amount. Dean Katerndahl stated the committee picked a somewhat arbitrary number; this issue could be brought back to the table and may be raised to \$250,000.

Wayne Vennard commended Mr. Tuck for having no closing costs and asked if there are any income requirements. Mr. Katerndahl stated there are no income requirements. Mr. Tuck said they have extended they value they loan on a home to 110% of the home value.

Michael Kelly asked what prompted Community America to become involved with this program. Andy Tuck said Community America received the RFP sent out by MARC and decided they would like to get involved.

Michael Kelly asked what type of marketing would be used. Dean Katerndahl said the marketing will rely on MARC and local governments. He said they will use the web, home shows, brochure, and homes associations. Community America and MARC will prepare all of the materials.

Laura Wassmer asked if the types of home improvement that the money can be used for are open. Andy Tuck said as far as home improvement it is open within the interior or exterior of home. He said Community America will ask the applicant to provide assurance that they will use the loan for the intended purpose but the bank will not check on them after the loan has been made.

Diana Ewy Sharp thanked Mr. Katerndahl and Mr. Tuck for coming and commended them for their efforts.

Diana Ewy Sharp moved the City Council authorize the Mayor to enter into a letter of participation with the Mid America Regional Council First Suburbs Coalition Remodeling Loan Program. The motion was seconded by Ruth Hopkins and passed unanimously.

**COUNCIL ACTION NEEDED  
CONSENT AGENDA**

**COU2005-30            Consider \$500 deposit from landlords for remediation of code violations**

Doug Luther said this item has been on the agenda to consider requiring landlords to post performance bonds. He said there were code violations found at the last inspection of rental properties, but they do not seem to be out of hand. He said over the past five years, these inspections have revealed that violations exist at approximately 5% of the city's rental properties. He recommended this item be deleted from the agenda. He stated if problems occur they can be referred to Municipal Court for prosecution.

Charles Clark moved the Council remove item COU2005-30 from the agenda. The motion was seconded by Ruth Hopkins and passed unanimously.

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

Charles Wetzler, City Attorney, gave background on the Communications Antenna. He stated Southwestern Bell came to the City in 1990 and requested to build a tower at the City's station. He said at that time all of the Police Radio equipment was on top of the water tower and did not work very well. Southwestern Bell built a tower for the City's equipment and their equipment. According to the agreement, Southwestern Bell would build a tower, pay the city \$200 per month, and provide cell phone time. Two years later CellOne (Verizon) came to the City and said they did not like the tower and offered to build a bigger and better tower. The City entered into a lease agreement with CellOne to build

a tower; they would pay \$600 per month on a sliding scale with increasing rates. Southwestern Bell was upset so the City put them on the tower with a new lease agreement. The agreement with Southwestern Bell Mobil Systems was for 25 years, \$200 per month, 20 cell phones and 2000 free minutes. This lease has been in affect since 1992. The City requires Southwestern Bell to come in every 5 to 10 years for a permit for the equipment they have on the tower. Currently the company seeking the permit is Cingular Wireless, successor to Southwestern Bell.

Mr. Wetzler asked the Council and staff if the City is currently using the cell phones. Staff responded the cell phones are not currently being used and asked if we could change the terms of the lease. Mr. Wetzler stated if any side terminates the agreement, it will go to court. Mr. Wetzler said the City may be able to get the company to increase the amount they are paying or provide other services since the phones are not being used. Mr. Wetzler requested the item be removed from the agenda tonight so he can go back to the drawing board to discuss rent amount and other types of services they could provide.

David Belz stated the item will remain on the Council Committee of the Whole agenda for a future date.

David Voysey asked Mr. Wetzler to renegotiate.

Wayne Vennard stated the value being provided has disintegrated over the years and asked if they are in violation of the contract if they have not provided the phones.

Barbara Vernon said initially phones and service were provided and mostly used in the Police Department.

#### **COU2005-22          Consider Council Mentoring Program**

Barbara Vernon, City Administrator, brought up the possibility of a council mentoring program and opened the item for discussion. She said it has been suggested that it would be easier for new council members if they had an assigned mentor.

Michael Kelly said it could not hurt. He said he has enjoyed going to each person and asking questions but if someone was not quite as forceful it could be useful. David Voysey said it is a great idea and he could still use one. Charles Clark said the usefulness depends on how aggressive the new member is. Laura Wassmer said it could be an option instead of a requirement.

Andrew Wang suggested it could be an expansion to the orientation process. He says the issue with one on one mentoring is everyone has a different style and you only receive one person's perspective. He said there could be a time set aside a few months after orientation to have a question and answer session.

David Belz said he remembers muddling through the first year and a half; it would have been helpful to have someone to approach. Laura Wassmer suggested the Council President could be the mentor. David Belz agreed and said it could be part of the President's job.

Ruth Hopkins disagreed. She said it would be too much responsibility for the President if there are 3 or 4 new council members. She suggested using the senior members as mentors.

David Belz said he does not believe it would involve that much time. He does not see it as mentoring as much as answering questions. He stated if the President of the Council is not designated as the mentor then it should go to junior members instead of senior members in order to give the junior members more leadership opportunities.

Michael Kelly said he would be okay with having the President as the designated mentor.

Laura moved the Council approve a mentoring program with the mentor designate being the person elected as Council President. The motion was seconded by Wayne Vennard and passed with a vote of 8-2, with Al Herrera and Ruth Hopkins voting "nay".

**COUNCIL ACTION NEEDED  
CONSENT AGENDA**

**COU2005-23          Consider Sponsoring Social Events with other Jurisdictions**

Barbara Vernon, City Administrator, stated this item came as a suggestion from a Council Member. She pointed out the list of events the City already attends and noted she left out the Shawnee Mission School District events. She stated at each of these opportunities the City purchases a table. She recommended the Council not add any more social events.

Charles Clark moved the item be removed from the Council Committee of the Whole agenda. The motion was seconded by Laura Wassmer.

Ruth Hopkins suggested discussing why council members do not attend these events.

Barbara Vernon asked if the Council receives enough information about them. Laura Wassmer stated the events conflict with other things. David Voysey said email reminders are helpful. David Belz said there is an intimidation factor. Mayor Shaffer said the events grow on you if you keep going.

David Voysey said the City should have representation at these events if we buy a table. Ruth Hopkins suggested not buying a table if it is going to be empty.

She said she gets a lot out of meeting council members from other cities. Diana Ewy Sharp said the events around the holidays are hard to work around. Charles Clark said more reminders are helpful. He said it is hard to look at the Mark Your Calendar section of the packet.

David Belz said this item can be taken off the agenda.

### **Update from City Attorney**

Charles Wetzler updated the Council on the District court case over the house damaged by fire. He stated it goes to court on January 4<sup>th</sup>. He said the family has been inquiring about it.

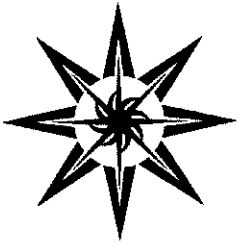
Mr. Wetzler said the City of Leawood statue sign will only be a plaque with reference to the Leawood Arts Council on it. He said he does not know if Prairie Village will be on the plaque.

Mr. Wetzler said he saw an article in the paper last week about the governing body of Jackson County being fined for sending emails back and forth. He reminded the Council if they do their legislative process over email they could be breaking the Open Meetings Act. He warned them to be mindful of the Act when sending emails.

The Council discussed the Open Meetings Act and clarified points with Charles Wetzler.

Council President David Belz adjourned the committee meeting at 7:15 p.m.

David Belz  
Council President



City Council Policy: CP032 - Council Mentoring Program

Effective Date: January 16, 2007

Amends:

Approved By: Governing Body

---

I. SCOPE

II. PURPOSE

A. To establish a mentoring program for new council members.

III. RESPONSIBILITY

A. The Council.

IV. DEFINITIONS

A. Council President is the council member elected by the Council to serve as President for one year.

B. New council members are those in their first year of service.

V. POLICY

A. The President will be available as a mentor to all new council members.

B. New council members will be made aware of the mentoring program during the orientation process.

**PARK AND RECREATION COMMITTEE**  
**January 10, 2007**

*Excerpt from the Minutes of the meeting*

**NEW BUSINESS**

1. Request for use of Swimming Pool – Johnson County – Barbara Vernon

Barbara Vernon reported Johnson County Parks and Recreation District has provided swim lessons for the Learn to Swim program at the Prairie Village pool since 2003. The County provides both swim instructors and lifeguards at no cost to the City. Prairie Village is the only City in the County that does not provide lifeguard services for the swim lesson program.

The following motion was made by Diane Mares, seconded by Clarence Munsch, and approved with a unanimous vote:

**RECOMMEND APPROVAL OF THE 2007 LEARN TO SWIM  
CONTRACT AS WRITTEN.**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

Barbara Vernon reported Johnson County Parks & Recreation District also has administered 3 aquatics programs in the past at the Prairie Village pool. Johnson County does the registration and the City provides the pool and advertising. The fees for the Water Exercise (16+) and (50+) classes will increase from \$8.00/hr to \$9.00/hr. The fee for the Master Swim Workouts will remain at \$19.00/per participant/month.

Peggy Couch asked why the City charges for water exercise classes but not for swim lessons. Barbara Vernon stated it is historical. The Council and Park and Recreation Committee have always been committed to children learning to swim. Diane Mares suggested the City may charge for the water exercise classes because our lifeguards are being used.

Shelly Trewolla asked where the exercise classes take place. Barbara Vernon said they use the lap pool and the adult pool.

The following motion was made by Peggy Couch, seconded by Diane Mares, and approved with a unanimous vote:

**RECOMMEND APPROVAL OF THE 2007 POOL USE AGREEMENT WITH AN INCREASE IN THE WATER EXERCISE FEE TO \$9.00 PER HOUR.**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

Barbara Vernon reported the City of Prairie Village contracts with Johnson County Parks and Recreation District to provide a summer day camp in Harmon Park. The day camp uses the pavilion and the playground area. The children who do not have a pool pass are also offered a discounted daily pool entrance fee of \$3.50 per person per day. The pool entrance fee stated in the contract will need to be revised as the City Council earlier approved a day camp fee at the pool of \$4.50. The daily use fee has been the same for the past several years and could be adjusted from \$19 to \$20 per day to reflect the cost of living.

Peggy Couch asked if they leave the park in nice condition. Barbara Vernon said they leave it in good condition.

The following motion was made by Diane Mares, seconded by Shelly Trewolla, and approved with a unanimous vote:

**RECOMMEND APPROVAL OF THE 2007 DAY CAMP AGREEMENT WITH JOHNSON COUNTY PARK AND RECREATION DISTRICT WITH AN INCREASE IN THE DAILY SHELTER RENTAL FEE TO \$20 AND AN INCREASE IN THE DAILY POOL ENTRANCE FEE TO \$4.50.**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

2. Request for use of ball fields – British Soccer and Challenger Sports – Barbara Vernon

Barbara Vernon reported the City has received a contract with British Soccer, a division of Challenger Sports, to provide instructional soccer camps in Prairie Village during the summer. The 2007 request is for five camps during two one-week periods. The camp is fully run by the British Soccer organization. The City's only commitment is to advertise the camp in the Park and Recreation brochure and to maintain the fields. The fee will increase from \$10 to \$11 per participant for a 3 hour camp. The fee will stay at \$5 per participant for a 1 ½ hour camp. Barbara Vernon recommended approval of the agreement.

Diane Mares asked if the fee for the 1 ½ hour camp should increase to \$5.50. Barbara Vernon stated the City tries to avoid odd amounts for fees. This is why the City normally increases the fees every other year.



Diane Mares said in the past there was discussion about whether the City was charging the same price to all people using the fields. She asked if this had been taken care of. Barbara Vernon said all of the teams are being charged the same price now.

The following motion was made by Diane Mares, seconded by Shelly Trewolla, and approved with a unanimous vote:

**RECOMMEND COUNCIL APPROVE THE 2007 AGREEMENT WITH BRITISH SOCCER FOR THE USE OF CITY FACILITIES FOR SOCCER CAMPS WITH AN INCREASE IN FEES TO \$11 FOR A THREE-HOUR CAMP.**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

Barbara Vernon also reported Challenger Sports was requesting use of Meadowlake Park for two flag football camps for youth. The City has contracted with Challenger Sports in the past, to provide instructional sports camps in Prairie Village during the summer. The camps are fully run by the Challenger Sports organization. The City advertises the camps in the Park and Recreation brochure and provides use of the park space. The fee will increase from \$10 to \$11 per participant for a 3 hour camp. They do not have a 1 ½ hour camp.

Diane Mares asked how these camps differ from the Lacrosse teams that approached the committee about use of the parks. Barbara Vernon said Challenger Sports and British Soccer are day camps not teams that will practice throughout the year.

The following motion was made by Diane Mares, seconded by Shelly Trewolla, and approved with a unanimous vote:

**RECOMMEND COUNCIL APPROVE THE 2007 AGREEMENT WITH CHALLENGER SPORTS FOR THE USE OF CITY FACILITIES FOR SPORTS CAMPS AND INCREASE THE FEE TO \$11 PER PARTICIPANT.**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

## **Johnson County Park and Recreation District Learn to Swim Program Participation Agreement – 2007**

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

1. The Johnson County Park and Recreation District will provide:
  - The Learn to Swim Program.
  - Private/Semi Private Lessons
  - The scheduling for the lessons in the program.
  - Sufficient certified staff.
  - A staff member to monitor and control the entrance.
  - Promotion of the program.
  - Registration of the participants.
  - Equipment needed for the program.
  - Emergency action plans and first aid kit.
  - The City of Prairie Village will provide a temporary barrier at the entrance to assist staff in the control of patrons at the entrance.
  
2. The Johnson County Park and Recreation District will have use of the facility beginning June 4, 2007 and ending August 10, 2007. Morning lessons will be held in the Yard Pool and Diving Well. Evening Lessons will use the Meter Pool (there will be no diving or deep water skills during the evening.) Exceptions can be made at the discretion of the City Management. Slides and the Adult Pool are off limits during lessons.
  - Lessons offered Monday through Thursday, with Fridays to be held for make up and training days as needed.
  - Morning lessons held between 8:00 a.m. – 11:00 a.m. Session dates:
    1. June 4 – June 14
    2. June 18 – June 28
    3. July 2 – July 13
    4. July 16 – July 26
    5. July 30-August 9
  - Evening lessons held between 5:00 p.m. and 8:00 p.m. Session dates:
    1. June 4 – June 14
    2. June 18 – June 28
    3. July 2 – July 13
    4. July 16 – July 26
  
3. The sessions will be:

- Eight (8), twenty-five (25) minutes for all Parent & Child A & B, and Levels 1& 2.
  - Eight (8), forty-five (45) minutes for Levels 3-6.
4. The Johnson County Parks and Recreation District courses offered:
- Parent & Child A (ages 6 months – 2 years)
  - Parent & Child B (ages 18 months – 5 years)
  - 
  - 
  - Level 1: Water Exploration (ages 4 & Up)
  - Level 2: Primary Skills (ages 5 & Up)
  - Level 3: Stroke Readiness (ages 5 and older)
  - Level 4: Stroke Development (ages 5 and older)
  - Level 5: Stroke Refinement (ages 5 and older)
  - Level 6-A: Skill Proficiency (ages 5 and older)
  - Level 6: Fitness Swimmer (ages 6 and older)
  - Level 6: Fundamentals of Diving (ages 6 and older)
  - Level 6: Personal Water Safety (ages 5 and older)
  - Level 6: Lifeguard Readiness (ages 5 and older)
  - Adult Lessons
  - Private Lessons (to be held during group lesson times only)
5. Course Fees will be:
- \$40 Learn to Swim per Session (Johnson County Resident)
  - \$44 Learn to Swim per Session (Non-Johnson County Resident)
  - \$40 for One-30 minute Private Lessons (Johnson County Resident)
  - \$44 for One-30 minute Private Lessons (Non-Johnson County Resident)
6. The Johnson County Park and Recreation District Learn to Swim program will conduct out of the water for days of inclement weather, facility problems, or insufficient staffing.
7. The Johnson County Park and Recreation District will establish a routine to take a water test before the use of the pool to check for the chemical balance. This will aid in maintaining safety standards for the participants.
8. Non-Discrimination Clause

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

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

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

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

9. The Johnson County Park and Recreation District shall furnish to the City a valid certificate of broad form liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$2,000,000.00 with the City named as an additional insured on such policies. Copies of said policies shall be provided to the City on or before May 31, 2007.

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

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

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

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

**JOHNSON COUNTY PARK AND  
RECREATION DISTRICT BOARD OF  
PARK AND RECREATION  
COMMISSIONERS**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Wallerstein Chair

APPROVED AS TO FORM

\_\_\_\_\_  
Bill Tuley, District Legal Counsel

**CITY OF PRAIRIE VILLAGE, KANSAS**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Ronald L. Shaffer

APPROVED AS TO FORM

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

**2007 CITY OF PRAIRIE VILLAGE POOL USAGE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the City of Prairie Village, Kansas, hereinafter referred to as “City”, and the Johnson County Park and Recreation District, hereinafter referred to as the “District”, each party having been organized and now existing under the laws of the State of Kansas.

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

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

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

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

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

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

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 2007; and

WHEREAS, the Governing Body of the District did authorize its chairperson to execute this agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

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

2. Duration of Agreement and Termination. This agreement shall be in effect from **May 29, 2007** through the period ending **August 30, 2007** provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement. The purpose of this agreement is to facilitate cooperation in the establishment and operation of an aquatics program and to define responsibilities for the operation, finances, publicity, facility maintenance and other matters pertaining to the program.
5. Financing. Except as may be otherwise provided herein, the District shall provide all funding and personnel necessary to manage the aquatics program.
6. Acquisition Holding and Disposal of Property. The Pool shall remain the property of the City. The District may not install any fixtures or make any physical changes to the premises and facilities of the Pool. No equipment is to be jointly owned. In the event that this agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this agreement. The City will permit the District the use of the pool lanes during the Master Swim practice. The District will be responsible for the setup and take down each evening and for any maintenance or repair.
7. Administration of Agreement. The District's aquatics program at the Prairie Village Municipal Swimming Pool shall be known as a co-sponsored program between the District and the City.
8. Responsibilities

The District:

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

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

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

The City:

- a. Shall provide access to the Pool during the following days and times:
  - 1. Water Exercise (16+)–Tuesday and Thursday  
5:30–6:30 p.m. June 4 to July 26, 2007
  - 2. Water Exercise (50+) – Monday and Wednesday  
5:30–7:30 p.m. June 4 to July 26, 2007
  - 3. Master’s Swim Workouts – Monday and Thursday  
Monday – Thursday - 6:30–8:00 p.m. May 29 to August 30, 2007
- 9. Indemnification. In case any action in court is brought against the City or City’s representative, or any officer or agent, for the failure, omission or neglect of the District to perform any of the covenants, acts, matter or damage caused by the alleged negligence of the District, the District shall indemnify and save harmless the City and the City’s representatives and its officers and agents from all losses, damages, costs, expenses, judgements or decrees arising out of such action.
- 10. Disclaimer of Liability. The City shall not be liable or obligated to the District for damage insured to the District upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
- 11. Insurance. The District shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect the District and the City against all hazards or risks generated by the District or any of its agents. The District shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured. The Certificate shall list the following insurance coverage:

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



Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. For 50+ and Adult Water Exercise programs the District agrees to pay to the City a “pool use fee” in the amount of \$9.00 per hour. Each program will be limited to the use of two (2) lap lanes during each class period.
- b. For the Master’s program, the District agrees to pay to the City a “pool use fee” in the amount of \$19.00 per participant per month and allow access to a maximum of four (4) lap lanes from 6:30 p.m. to 8:00 p.m. If the pool manager requires participants to leave the pool due to overcrowding, a partial refund of the use fee may be made.
- c. By the terms of this agreement, the aquatics program shall be known as a Co-sponsored program; all written and verbal publicity should reflect the Co-sponsorship. Every effort shall be made by both agencies to inform the participants and public of the Co-sponsorship arrangement.

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

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

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

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

17. Non-Discrimination Clause. The District shall comply will all applicable state and federal laws in carrying out this agreement. In connection with the performance of this agreement, the District agrees to comply with the applicable provisions of all state and federal non-discrimination laws. The District further agrees to not discriminate against any person because of race, religion, color, sex,

disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

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

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

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

**CITY OF PRAIRIE VILLAGE, KANSAS**

\_\_\_\_\_  
Date

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

ATTEST:

APPROVED AS TO FORM:

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

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

**JOHNSON COUNTY PARK AND  
RECREATION DISTRICT BOARD OF  
PARK AND RECREATION  
COMMISSIONERS**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Wallerstein, Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dr. Marvin R. Wollen, Secretary

\_\_\_\_\_  
Bill Tuley, District Legal Counsel

## 2007 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the City of Prairie Village, Kansas, hereinafter referred to as "City", and the Johnson County Park and Recreation District, hereinafter referred to as the "District", each party having been organized and now existing under the laws of the State of Kansas.

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

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

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

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

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the \_\_\_\_ day of \_\_\_\_\_, 2007; and

WHEREAS, the Governing Body of the District did authorize its chairperson to execute this agreement by official vote of said body on the \_\_\_\_ day of \_\_\_\_\_, 2007.

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

1. The District shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from **May 31, 2007** through the period ending **August 11, 2007** provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.

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

The District:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of the District to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of **\$20** per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$3.50 per person per visit and must be paid in advance on dates listed in the Agreement in accordance with Prairie Village Council Policy #620. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2006.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary during tornado warnings or lightning storms.

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

The City:

- a. Shall provide the District exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 31, through August 11, 2006 except as otherwise provided herein.
  - b. Shall provide the District with exclusive use of the Park Shelter on Thursday, June 1, 2007, from 10:00 a.m. to 8:00 p.m. for parent orientation.
  - c. Shall provide the District with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
  - d. Shall allow the District to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 31 through August 11, 2007.
9. Indemnification. In case any action in court is brought against the City or City's representatives, or any officer or agent of the City, for the failure, omission or neglect of the District to perform any of the covenants, acts, matter or damage caused by the alleged negligence of the District, the District shall indemnify and hold harmless the City, the City's representatives, and its officers and agents from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

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

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

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

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. The District shall pay to the City shelter rental on or before September 30, 2007.
- b. The District shall pay to the City Pool fees on Friday of each week.
- c. Residents of the City shall have permission to use the shelter during camp hours when the District program is off-site for field trips. The District shall provide the City with a notice of off-site scheduling on first day of each week.
- d. All surface cleaning in the Park shelter and restroom shall be the responsibility of the District. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.

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

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

15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
16. Nonassignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.
17. Non-Discrimination Clause. The District shall comply with all applicable state and federal laws in carrying out this Agreement. In connection with the performance of this Agreement, the District agrees to comply with the applicable provisions of all state and federal non-discrimination laws. The District further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

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

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

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

**CITY OF PRAIRIE VILLAGE, KANSAS**

\_\_\_\_\_  
Date

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

ATTEST:

APPROVED AS TO FORM:

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

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

**JOHNSON COUNTY PARK AND  
RECREATION DISTRICT BOARD OF PARK  
AND RECREATION COMMISSIONERS**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Wallerstein, Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dr. Marvin E. Wollen, Secretary

\_\_\_\_\_  
Bill Tuley, District Legal Counsel



**TO: City of Prairie Village**

**FROM: Johnson County Park and Recreation District**

**RE: 2007 Request for Large Pavilion at Harmon Park for Day Camp**

| <b>DAY</b>                          | <b>DATE</b>                         | <b>TIME</b>            | <b>USE</b>                  |
|-------------------------------------|-------------------------------------|------------------------|-----------------------------|
| Thursday,                           | May 31                              | 10:00 a.m. - 8:00 p.m. | Set-up / Parent Orientation |
| Friday,                             | June 1                              | 8:00 a.m. - 5:00 p.m.  | Set-up                      |
| Monday-Friday,                      | June 4- June 8                      | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| Monday,-Friday,                     | June 11 - June 15                   | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| Monday-Friday,                      | June 18 - June 22                   | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| Monday-Friday,                      | June 25- June 29                    | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| Monday, Tuesday<br>Thursday, Friday | July 2, July 3 –<br>July 5 – July 6 | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| No camp Wednesday                   | July 4th                            |                        |                             |
| Monday-Friday,                      | July 9 – July 13                    | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| Monday-Friday,                      | July 16- July 20                    | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| Monday-Friday,                      | July 23 - July 27                   | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| Monday-Friday,                      | July 30 – August 3                  | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |
| Monday-Friday,                      | August 6- August 10                 | 7:00 a.m. - 5:30 p.m.  | Day Camp                    |

The following is list of dates and times the Summer Escapades Camp located at the large Pavilion and run by Johnson County Park and Recreation District would like to swim at Prairie Village Pool for 2007 pool season.

|                                   |                           |
|-----------------------------------|---------------------------|
| Tuesday, June 5 <sup>th</sup>     | 1:00 p.m. until 3:00 p.m. |
| Wednesday, June 6 <sup>th</sup>   | 2:00 p.m. until 4:00 p.m. |
| Thursday, June 7 <sup>th</sup>    | 1:00 p.m. until 3:00 p.m. |
| Tuesday, June 12 <sup>th</sup>    | 1:00 p.m. until 3:00 p.m. |
| Wednesday, June 13 <sup>th</sup>  | 2:00 p.m. until 4:00 p.m. |
| Thursday, June 14 <sup>th</sup>   | 1:00 p.m. until 3:00 p.m. |
| Tuesday, June 19 <sup>th</sup>    | 1:00 p.m. until 3:00 p.m. |
| Wednesday, June 20 <sup>th</sup>  | 2:00 p.m. until 4:00 p.m. |
| Thursday, June 21 <sup>st</sup>   | 1:00 p.m. until 3:00 p.m. |
| Tuesday, June 26 <sup>th</sup>    | 1:00 p.m. until 3:00 p.m. |
| Wednesday, June 27 <sup>th</sup>  | 2:00 p.m. until 4:00 p.m. |
| Thursday, June 28 <sup>th</sup>   | 1:00 p.m. until 3:00 p.m. |
| Tuesday, July 3 <sup>rd</sup>     | 1:00 p.m. until 3:00 p.m. |
| Thursday, July 5 <sup>th</sup>    | 1:00 p.m. until 3:00 p.m. |
| Tuesday, July 10 <sup>th</sup>    | 1:00 p.m. until 3:00 p.m. |
| Wednesday, July 11 <sup>th</sup>  | 2:00 p.m. until 4:00 p.m. |
| Thursday, July 12 <sup>th</sup>   | 1:00 p.m. until 3:00 p.m. |
| Tuesday, July 17 <sup>th</sup>    | 1:00 p.m. until 3:00 p.m. |
| Wednesday July 18 <sup>th</sup>   | 2:00 p.m. until 4:00 p.m. |
| Thursday, July 19 <sup>th</sup>   | 1:00 p.m. until 3:00 p.m. |
| Tuesday, July 24 <sup>th</sup>    | 1:00 p.m. until 3:00 p.m. |
| Wednesday, July 25 <sup>th</sup>  | 2:00 p.m. until 4:00 p.m. |
| Thursday, July 26 <sup>th</sup>   | 1:00 p.m. until 3:00 p.m. |
| Tuesday, June 31 <sup>st</sup>    | 1:00 p.m. until 3:00 p.m. |
| Wednesday, August 1 <sup>st</sup> | 2:00 p.m. until 4:00 p.m. |
| Thursday, August 2 <sup>nd</sup>  | 1:00 p.m. until 3:00 p.m. |
| Tuesday, August 7 <sup>th</sup>   | 1:00 p.m. until 3:00 p.m. |
| Wednesday, August 8 <sup>th</sup> | 2:00 p.m. until 4:00 p.m. |
| Thursday, August 9 <sup>th</sup>  | 1:00 p.m. until 3:00 p.m. |

**AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE  
AND BRITISH SOCCER**

The undersigned, British Soccer, a division of CHALLENGER SPORTS CORP., a corporation organized and existing under the laws of the State of Kansas, located at 8022 Flint, Lenexa, KS 66214 (hereinafter termed "British Soccer") and the City of Prairie Village, a municipal corporation (hereinafter termed "City"), enter into the following rental agreement with regard to the dates and terms specified below. This rental agreement is for the purpose of conducting soccer camps for the children of Prairie Village and its surrounding area.

British Soccer and the City do hereby agree to the following terms:

**Services Provided:**

British Soccer shall make available, conduct, and maintain (5) instructional soccer camps in accordance with the terms of this Agreement. Coaches provided will hold the minimum of a Football Association Coaching License/ Challenger/ British Coaching certification. There will be at least one qualified coach for each coaching group (12-15) campers. The morning camps shall consist of five (5) sessions of at least three (3) hours each. The afternoon sessions during the week of June 4-8 shall consist of five (5) sessions of at least one and one half (1.5) hours each. The afternoon sessions during the week of July 16-20 shall consist of five (5) sessions of at least three (3) hours each. British Soccer shall not be required to conduct the camps if it is determined by mutual agreement of the parties that there is not sufficient interest among participants to justify the camp.

**Cost of Camp:**

The cost for each participant for the morning camp sessions and the afternoon session during the week of July 16-20 shall be \$104. The cost for each participant for the afternoon camp sessions during the week of June 4-8 shall be \$63. British Soccer shall be in charge of collecting these fees from participants.

**Facility Reserved:**

British Soccer and City agree that camp will be held at Meadowlake Park, which is located in the City of Prairie Village, Kansas.

**Camp Date:**

The camps will take place from June 4, 2007 through June 8, 2007 and July 16, 2007 through July 20, 2007. In the event of a cancelled day of camp due to weather, the City will allow the use of said facility at no additional cost to the British Soccer for make-up days mutually agreed upon.

**Facility Use/ Condition:**

The City will allow British Soccer exclusive use of said facility from 9:00 a.m.-12:00 p.m. and 1:00 p.m.-5:00 p.m. daily during the days of the camp. This applies to all applicable areas of said facility, including, but not limited to all playing field areas, restrooms, and covered shelter areas. However, British Soccer understands that the facility is a public park and the residents of Prairie Village may reasonably use the portions of the facility not in use by British Soccer.

The City also agrees to prepare the facility (i.e. Proper lawn care, sanitize restrooms and shelters, removal of trash, etc.) prior to the first day of camp. British Soccer and the City will agree upon the satisfactory condition of the facility within seven (7) days prior to the start of the first day of camp. Any additional facility maintenance agreed upon by both parties will be provided by the City throughout the camp week at no additional charge.

In the event of any property damage caused directly through the negligence of or the act or actions of British Soccer or participants in said camp program, the City will notify British Soccer within five (5) business days of the damage and any related claims against British Soccer; and British Soccer shall be liable for the costs of repair or replacement thereof.

**Rental Payment:**

British Soccer agrees to pay a rental fee of eleven U.S. dollars (\$11.00) per student enrolled in said morning camps and the afternoon session during the week of July 16-20. British Soccer agrees to pay a rental fee of five U.S. dollars (\$5.00) per student enrolled in said afternoon camps during the week of June 4-8. This fee is intended to reimburse the City for its costs in making the facility available for the camps. British Soccer will pay the City of Prairie Village by check no later than September 1, 2007. This shall be the only payment required in consideration of the use of said site for said camp. British Soccer, as proof of camp attendance, will provide enrollment rosters.

**Insurance:**

British Soccer will provide proof of insurance prior to the first day of camp. The City will be recognized as a Certificate Holder and a copy of the insurance certificate will be sent to the City.

**Liability:**

The City shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of British Soccer, its agents, employees, or camp attendants, from any cause or causes whatsoever while in or upon the facility or any part thereof during the term of the camp or occasioned by any occupancy or use of the facility or any activity carried on by British Soccer in connection therewith. British Soccer agrees to indemnify and save harmless the City from any claim or loss by reason of British Soccer's, or any camp attendant under the supervision of British Soccer, or person connected thereto, use or misuse of the facility and from any claim or loss by reason of any accident or damages, during the camp, to any person or property happening on or in said facility.

**The Agreement:**

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between British Soccer and the City with respect to the 2007 British Soccer Camp season, from May 1, 2007 to September 1, 2007, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.

\_\_\_\_\_  
British Soccer Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND CHALLENGER

The undersigned, Challenger Sports, a corporation organized and existing under the laws of the State of Kansas, located at 8022 Flint, Lenexa, KS 66214 (hereinafter termed "Challenger") and the City of Prairie Village, a municipal corporation (hereinafter termed "City"), enter into the following rental agreement with regard to the dates and terms specified below. This rental agreement is for the purpose of conducting flag football camps for the children of Prairie Village and its surrounding area.

Challenger and the City do hereby agree to the following terms:

### **Services Provided:**

Challenger shall make available, conduct, and maintain (2) instructional flag football camps in accordance with the terms of this Agreement. There will be at least one qualified coach for each coaching group (12-15) campers. The morning camps shall consist of five (5) sessions of at least three (3) hours each. Challenger shall not be required to conduct the camps if it is determined by mutual agreement of the parties that there is not sufficient interest among participants to justify the camp.

### **Cost of Camp:**

The cost for each participant for the morning camp sessions during the week of June 25-29 and July 30-August 3 shall be \$91. Challenger shall be in charge of collecting these fees from participants.

### **Facility Reserved:**

Challenger and the City agree that camp will be held at Meadowlake Park, which is located in the City of Prairie Village, Kansas.

### **Camp Date:**

The camps will take place from June 25, 2007 through June 29, 2007 and July 30, 2007 through August 3, 2007. In the event of a cancelled day of camp due to weather, the City will allow the use of said facility at no additional cost to Challenger for make-up days mutually agreed upon.

### **Facility Use/ Condition:**

The City will allow Challenger exclusive use of said facility from 9:00 a.m.-12:00 p.m. This applies to all applicable areas of said facility, including, but not limited to all playing field areas, restrooms, and covered shelter areas. However, Challenger understands that the facility is a public park and the residents of Prairie Village may reasonably use the portions of the facility not in use by Challenger.

The City also agrees to prepare the facility (i.e. Proper lawn care, sanitize restrooms and shelters, removal of trash, etc.) prior to the first day of camp. Challenger and the City will agree upon the satisfactory condition of the facility within seven (7) days prior to the start of the first day of camp. Any additional facility maintenance agreed upon by both parties will be provided by the City throughout the camp week at no additional charge.

In the event of any property damage caused directly through the negligence of or the act or actions of Challenger or participants in said camp program, the City will notify Challenger within five (5) business days of the damage and any related claims against Challenger; and Challenger shall be liable for the costs of repair or replacement thereof.

### **Rental Payment:**

Challenger agrees to pay a rental fee of eleven U.S. dollars (\$11.00) per student enrolled in said morning camps. This fee is intended to reimburse the City for its costs in making the facility available

for the camps. Challenger will pay the City of Prairie Village by check no later than September 1, 2007. This shall be the only payment required in consideration of the use of said site for said camp. Challenger, as proof of camp attendance, will provide enrollment rosters.

**Insurance:**

Challenger will provide proof of insurance prior to the first day of camp. The City will be recognized as a Certificate Holder and a copy of the insurance certificate will be sent to the City.

**Liability:**

The City shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Challenger, its agents, employees, or camp attendants, from any cause or causes whatsoever while in or upon the facility or any part thereof during the term of the camp or occasioned by any occupancy or use of the facility or any activity carried on by Challenger in connection therewith. Challenger agrees to indemnify and save harmless the City from any claim or loss by reason of Challenger's, or any camp attendant under the supervision of Challenger, or person connected thereto, use or misuse of the facility and from any claim or loss by reason of any accident or damages, during the camp, to any person or property happening on or in said facility.

**The Agreement:**

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between Challenger and the City with respect to the 2007 Challenger Camp season, from May 1, 2007 to September 1, 2007, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.

\_\_\_\_\_  
Challenger Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## MAYOR'S ANNOUNCEMENTS

Tuesday, January 16, 2007

Committee meetings scheduled for the next two weeks include:

|                                 |            |           |
|---------------------------------|------------|-----------|
| Prairie Village Arts Council    | 01/17/2007 | 7:00 p.m. |
| Board of Code Appeals           | 01/22/2007 | 6:00 p.m. |
| Environmental Recycle Committee | 01/24/2007 | 7:00 p.m. |
| VillageFest Committee           | 01/25/2007 | 7:00 p.m. |
| Board of Code Appeals           | 01/29/2007 | 6:00 p.m. |
| Council Committee of the Whole  | 02/05/2007 | 6:00 p.m. |
| Council                         | 02/05/2007 | 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 January.

Chief Charles Grover's retirement reception will be at the Homestead Country Club on February 3<sup>rd</sup> from 7-10 p.m., with presentations at 8 p.m. Please RSVP to Jennifer Wright, [jwright@pvkansas.com](mailto:jwright@pvkansas.com) or 913-381-6464 ext 4607 if you plan to attend.

Don't forget the employee appreciation dinner on February 9<sup>th</sup> at the New Theatre Restaurant.

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

Donations to the Holiday Tree Fund are still being accepted. As of January 8th the Holiday Tree Fund has received \$8,582.13. 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.

Holiday tree recycling will be available from December 23<sup>rd</sup> through January 22<sup>nd</sup> at Harmon, Franklin, Porter and Meadowlake Parks.

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

**INFORMATIONAL ITEMS**  
**January 16, 2007**

1. City Administrator's Report - January 11, 2007
2. Planning Commission Minutes - December 5, 2006
3. Executive Selection Committee Minutes - December 13, 2006
4. Executive Selection Committee Minutes - December 19, 2006
5. Executive Selection Committee Minutes - December 20, 2006
6. Forfeiture Trust Fund 2006 Annual Report from Chief Grover
7. Climate Protection Planning Information
8. Arts Congress invitation to attend seminar on January 23, 2007
9. Prairie Village Employee Noteworthy
10. Mark Your Calendars
11. Committee Agenda



## **CITY ADMINISTRATOR'S REPORT**

**January 11, 2007**

### **Island Sculpture**

Charlie Wetzler received an email from the Leawood City Attorney about art work being considered for the island at Somerset and Lee Blvd. She said the Prairie Village proposal for a fifty year agreement had been slated to go on the Council agenda in January. When members of the Leawood Arts committee learned about it, some of them expressed strong concern about investing that significant amount of money in a project with a fifty year term. The Leawood Arts committee will meet to discuss it again before they ask the Council to consider the agreement. She thinks it will go to the Council in late February or in March.

### **Prairie Village Nutrition Center**

For more than twenty years the Johnson County Area Aging Nutrition Program provided home delivered meals and congregate meals during the week at ten neighborhood centers in the County, including the Prairie Village Community Center.

Over the past several years there has been a steady decline in the number of people who participate in the congregate meal program at the Prairie Village Nutrition Center. At the same time, the number of homebound individuals needing a home delivered meal in the Prairie Village area has continued to increase. Despite efforts by the Nutrition Program to maintain the dine-in meal service at Prairie Village, including several adjustments made to reduce costs, the Agency decided it is too expensive to continue that program ; however, the Nutrition Program will continue to serve Prairie Village residents .

Effective January 2, 2007, Johnson County discontinued the dine-in program but they are offering the few residents who participated in that program a "take out" meal service. The Nutrition Program will also continue delivery of meals for homebound seniors living in the area and volunteers will continue to pick up home delivered meals at the Prairie Village Community Center.

If residents prefer to dine with other participants, they are encouraged to visit other centers in the area. The Overland Park Center is within three miles and the Roeland Park Center is only six miles away.

### **Time Warner Cable**

During the past week Time Warner Cable notified the City of several changes or anticipated changes in their service.

The City was notified that the company's agreements with programmers expire from time to time. Time Warner is usually able to obtain renewals or extension of these agreements and these services are discontinued only in rare circumstances. They notified the City that their agreement with **KSHB-NBC** is due to expire soon and they may be required to remove this station from their offerings in the near future.

KCCP Trust holds the cable franchise in Prairie Village. On January 1, 2007 there was a change in ownership. KCCP Trust is now wholly owned by Time Warner Entertainment-Advance/Newhouse Partnership, an entity controlled by Time Warner Cable Inc. Comcast no longer holds an interest in KCCP Trust. This transaction will result in no change in operations, management, policies or staff and the company will continue to do business as Time Warner Cable.

The City was also notified that Time Warner Cable recently upgraded their standard high speed service and is providing an option to increase the speed of Road Runner even more for an additional fee. The company now offers a new feature that allows residents to set access limits on the computer, making it possible to create different viewing profiles for each member of the household.

America's Store (Channel 259) will shut down its business effective February 3, 2007. If your constituents need more information or want to speak about this change, they should be directed to call HSN Interactive, Customer Service at 1.800.284.3400.

### **Year-End Retail Sales Data**

The County Economic Research Institute (CERI) tracks thirty-six indicators of the health of Johnson County's economy. Taxable retail sales made by establishments located in Johnson County's cities are calculated by CERI from Kansas Department of Revenue records of sales tax disbursements.

Prairie Village was one of only four cities in the County in which taxable retail sales declined in 2006. Taxable retail sales in Prairie Village in 2006 declined from \$196 million in 2005 to \$195 million in 2006 (sales tax decrease of \$11,400). The City of Mission had the largest decrease, 12.71% due to the closing of the Mission Mall. Staff had projected Prairie Village would benefit from the store closings in Mission but that was not the case. The Prairie Village budget for 2006 projected a 1% increase in revenue in this line item, the decrease was 0.58%

On a County-wide basis, taxable sales increased 3.83%. An interesting statistic in the report is that Mission Hills had the largest increase in the County, 48.39% (\$16,000).

### **Public Works**

When Work Requests are completed, the Public Works department sends a survey to the resident who submitted the request. These surveys ask:

- ...if the request was taken accurately and professionally
- ...if the work team was helpful and courteous
- ...if the service was completed in a quality manner
- ...if the service was completed in a timely manner
- ...resident's overall opinion of the work completed

The department normally receives responses from approximately 50% of those who receive the survey. The latest responses, received year-to-date through October, indicate the highest ratings were given to the first two questions which asked about the response they received from members of the staff. Overall, 73% of the respondents rated the work and the staff as "excellent", 18% rated it as "good". This total positive rating of 91% is very high.

## **EXECUTIVE SELECTION COMMITTEE**

### **Minutes**

**December 13, 2006**

The Executive Selection Committee met December 13, 2006. Present, Mayor Ron Shaffer, Charles Clark, Bill Franklin, Wayne Vennard, Ruth Hopkins, Michael Kelly and Barbara Vernon.

Committee members reviewed the proposals submitted and discussed their preferences. Charles Clark stated he would rather not spend time interviewing consultants but instead spend that time interviewing candidates. He suggested the committee pick a firm tonight, subject to positive reference checks. Wayne Vennard stated he and Charles both pick the PAR Group as their number one choice and Bennett Yarger as their number two choice. Barbara Vernon stated Austin Peters is her number one choice and Bennett Yarger is her number two choice. Wayne Vennard commented the PAR Group is familiar with the area and Bennett Yarger has some clients around here but not as much experience as the PAR Group. Ruth Hopkins stated the PAR Group was low on her list because they did not give as much information in their proposal. Michael Kelly said he liked the Waters Consulting Group because the people doing the search are high quality; they have PhDs. Barbara Vernon replied the Waters Consulting Group proposal struck her as boiler-plate. Ruth Hopkins stated she feels comfortable with picking one of the groups without interviewing them. Charles Clark stated the PAR Group placed the City Manager in Emporia. Michael Kelly asked if there are firms that can be eliminated right now.

The Committee members discussed whether to hold interviews and came to a consensus not to do the interview process. The Committee members eliminated Slavin Management Consultants and Gerald Plock Associates by consensus. Michael Kelly stated he is impressed with Waters Consulting Group's profiles of searches, portfolio, and Career Navigator. Mayor Shaffer asked if the firms have city management or corporate experience. Barbara Vernon replied a lot of these companies have experience in both, for example the head of Waters Consulting Group is a former City Manager from this area. Ruth Hopkins stated Bennett Yarger looks too big for us. Charles Clark replied Bennett Yarger specializes in government recruiting. Wayne Vennard said Mercer has very little experience in Kansas. Charles Clark said Mercer contacted Barbara Vernon to inquire about why all three positions are leaving at the same time.

Ruth Hopkins stated she likes Austin Peters because they are local. Charles Clark commented the jobs they have done are fairly vague in their proposal. Wayne Vennard said it was a weak application. Charles Clark stated they depend on advertising for nationwide contacts. The Committee members eliminated Austin Peters by consensus.

Michael Kelly said Bennett Yarger was very detailed on their jobs and he also liked their presentation on Lawrence. Ruth Hopkins said she would be fine with Bennett Yarger. The Committee members continued to discuss Bennett Yarger. Barbara Vernon said she could check on their references in Kansas. She said she was impressed they get peer comments from other Police Chiefs in the area about the position and department in

Prairie Village. Ruth Hopkins said we should go with Bennett Yarger. Mayor Shaffer asked if they do civic recruitment only. Barbara Vernon replied they specialize in cities, counties, state, regional, and nonprofit. Charles Clark commented they use their own automated database of applicants. Barbara Vernon said they use a strategy to match the City's history and leadership style.

Barbara Vernon said we need to get a contingency fund for this; we could request it at the January 4 meeting. Wayne Vennard said we should ask for \$100,000 for 2007 for consultant costs, advertising, candidate travel and possible relocation. Mayor Shaffer asked Barbara to talk to Bill Franklin and see if he is on the same page. The Committee members came to a consensus to hire Bennett Yarger subject to their references.

Michael Kelly asked whether the committee would like to pursue discussing whether to keep the city administrator position or move to a city manager position. Charles Clark said it is important to discuss this before a City Manager is hired.

Bill Franklin arrived at the meeting. Mayor Shaffer reviewed with him what the committee had discussed and asked for his opinion. Bill Franklin said he rejected Bennett Yarger but had the PAR Group on his list. Bill Franklin stated he rejected Bennett Yarger because of typos, too boiler plate, call Barbara Vernon a city manager, do not have good feel for community; however, he did like the information on Lawrence. Bill Franklin said references should be carefully checked. He feels that an interview is important. He thought Mercer was good and came across as a head hunter which we need. Charles Clark said he is concerned about the temporary situation in the Police Department and does not want to prolong this by interviewing firms. Michael Kelly stated we could hold phone interviews. Wayne Vennard said he prefers to have some contact before a final decision is made. Barbara Vernon said we could have teleconferences with the PAR Group and Bennett Yarger within the next week. Bill Franklin said a good phone interview would probably work. He said we must insist that the person we interview is the person assigned to the job. He said the firm really needs to know this community.

Michael Kelly asked if the committee was interested in debating the city manager/city administrator issue. Mayor Shaffer said he is not interested in discussing it. Barbara Vernon said the City will probably have to have a contract this time with the City Administrator because that is important in a position like this.

The Committee came to a consensus to interview Bennett Yarger, Mercer, and the PAR Group. The interviews will take place next Wednesday, Thursday, or Friday. Committee Members should email their questions to Jeanne Koontz. Interviews will be scheduled one hour apart. Ruth Hopkins asked for the interviews to be recorded if she cannot be there.

## EXECUTIVE SELECTION COMMITTEE

### Minutes

December 19, 2006

The Executive Selection Committee met December 19, 2006. Present, Mayor Ron Shaffer, Charles Clark, Bill Franklin, Wayne Vennard, Michael Kelly and Barbara Vernon.

The committee conducted a phone interview with Bob Neher of Bennett Yarger.

Mr. Neher began by giving an overview of the company. Bennett Yarger is a national firm, started in 1980. It is a public sector firm that has conducted over 1,000 searches. He used to work in county government and as a hospital CEO. All of their staff comes from city/county government. Mr. Neher stated Bennett Yarger is best known for their networking abilities.

Mayor Shaffer asked Mr. Neher if Prairie Village fits into his client list. Mr. Neher replied most of the work they conduct is with small and medium sized cities.

Attached to the minutes are a set of questions the committee drafted. The following answers correspond to the questions.

1. Mr. Neher is the primary person who the committee will see and work with. There will be 8-10 staff involved. The team assigned for each search depends on their skill sets. Mr. Neher will review every candidate on paper, by phone, and video before the committee sees them.
2. Mr. Neher could be in town within a week of when the contract is signed. The initial trip will be 1-2 days. He would like to talk with council members, stakeholders, people currently in the positions, and some staff.
3. They have 8,000-9,000 resumes. The active pool is much smaller. About 15% of previous applicants make it into the final interview.
4. Mr. Neher finds that a true fits come from networking and referrals.
5. Not asked.
6. Mr. Neher stated the key to meetings is to develop information on the city: goals, objectives, uniqueness, traits, and connections to other communities. He will use this information for a brochure and strategies. He will conduct additional research by talking with other communities, looking at budgets, looking at the strategic plan, and talking with the chamber of commerce.
7. Mr. Neher said he is very hands on and forward with applicants.
8. Mr. Neher said he will develop a sense of the community through stakeholder discussion and the physical visit. He will express this verbally to candidates.
9. Not asked.
10. Mr. Neher said in addition to an interview, history and references are important.
11. Not asked.
12. Advertising will cost \$1,200+
13. Not asked.

14. Mr. Neher said he will treat in-house candidates with respect and fairness. He will be direct with them and keep them informed.
15. He will let them know why they were not picked.
16. Mr. Neher said their top failure was with a large community that was searching for a medical examiner. In another situation the funding dried up when the interview process was complete.

Mr. Neher stated council members should see all candidates formally and could meet candidates on a casual basis.

The meeting adjourned at the completion of the interview.

### **Executive Selection Committee Interviews**

1. Are you the person in your firm who will directly conduct the Police Chief search? To whom do you report at your firm? Would other persons conduct the City Administrator and Public Works Director searches?
2. All firms being considered wish to understand the community and the jobs being offered.
  - a. How soon after a contract is signed would you be in town?
  - b. How long would you anticipate staying on your initial trip?
  - c. Setting aside direction from the search committee, whom would you most like to talk with? Whom do you usually find the most informative?
3. All firms being considered do many municipal searches and maintain files of previous applicants for similar positions. Can you give me an idea of the size and nature of your files in numerical terms? In your experience, how often is the successful candidate from this pool?
4. Regionally, suburban Johnson County is a very attractive place to live and work. We are anticipating a lot of interest from out-of-state Kansas and Missouri applicants. How would you reach these folks? How would you reach candidates in Metropolitan Kansas City?
5. The process used by all firms is similar. What should we consider your firm's particular emphasis or strength? Why should we choose your firm over others?
6. How will you develop an informative description of the City – its character; its community; its role in Johnson County and the greater KC metro area; the PV governing body; the PV police department; the PV City Administrator's role and the PV Public Works department?
7. Will your primary role be to screen candidates who apply for the positions or will you also identify candidates that fit PV but who may not be looking for a new position?
8. Describe how you will develop a sense of the type of community Prairie Village is and the type of individuals needed to replace long term employees who are leaving.
9. Describe the method you use to help members of the steering committee develop a profile to be used in screening candidates.
10. Describe the type of interview process you recommend.
11. What type of assistance/counsel do you provide to steering committee members as they determine such things as salary range, moving costs, contracts, etc?
12. Describe the type of advertising you recommend and the estimate of cost.
13. Do you review questions to be asked during interviews and/or coach interviewers in ways to address follow-up questions?
14. The City's Police Department has two Captains who are long term, well-respected members of the staff. The Administrator has an assistant who is also a long term well-respected member of the staff. They all plan to apply for the positions. Will these applicants be handled in the same way as other applicants?
15. Do you provide advice on handling the rejection in-house candidates experience if not selected?
16. You have listed many successes in your proposal. Tell us about your top two failures and how you changed your methods to avoid the repetition of failure.

## EXECUTIVE SELECTION COMMITTEE

### Minutes

December 20, 2006

The Executive Selection Committee met December 20, 2006. Present, Charles Clark, Bill Franklin, Wayne Vennard, Michael Kelly and Barbara Vernon.

The committee conducted phone interviews with Heidi Voorhees of the PAR Group and Jim Mercer of The Mercer Group. The first interview was with Ms. Voorhees.

Attached to the minutes are a set of questions the committee drafted. The following answers correspond to the questions.

1. Ms. Voorhees will conduct all three searches.
2. Ms. Voorhees could be in town within a week. She can speak with stakeholders who are not available when she comes over the phone or by email. She will stay for 2 days on the first visit. She would like to meet with other civic organizations, the school superintendent and community leaders.
3. She has conducted 15-20 police chief searches in the last five years. She has a network of contacts and knowledge of rising stars. Their firm has nine consultants across the country.
4. She will find out why they are interested in moving. She will check references, local papers and Google them.
5. She has a love for the Kansas City metropolitan area and a background in local government.
6. The profiles for each position cannot be consolidated into one document however the introduction section of the profile can stay the same for each one.
7. She will send about 100-150 letters with the profile to candidates who may not be looking.
8. Not asked.
9. She will interview candidates by phone, conduct credit checks, educational verification, and reference checks.
10. She suggested having a couple of different panel interviews. She will draft questions for the committee to review.
11. Not asked.
12. She will advertise in IACP, websites. The cost will be approximately \$1,000.
13. Not asked.
14. She will treat them as a typical applicant and will explain the process to them.
15. She will offer additional counseling.
16. She has not had that many failures. In one search, the council was divided on racial lines with the majority of council disagreeing with the Mayor. In another search, the City Attorney was vying for the City Manager position.

The Committee asked a few additional questions of Ms. Voorhees. The committee asked why Ms. Voorhees left local government to work for PAR. Ms. Voorhees stated she wanted to try something different but still work with local government. She worked for



the City of Kansas City Missouri as an intern for one year and a budget analyst for one year.

The committee asked if Ms. Voorhees has done multiple searches and if she has a different strategy for each search. Ms. Voorhees said she has done multiple searches and finds the Public Works Director search can be the most challenging.

The committee asked when Ms. Voorhees would like to start on the City Administrator search. She said she would like to start in early spring and some of the visits can be combined to work on City Administrator and Chief of Police.

The committee asked Ms. Voorhees what geographic area she would expect most candidates to come from. Ms. Voorhees said the Midwest and maybe some from Florida.

After the interview, Michael Kelly commented he feels the PAR Group does not recognize the specialness of Prairie Village as much as Bennett Yarger does.

The committee then interviewed Jim Mercer with the Mercer Group. The following answers correspond to the questions attached.

1. Mr. Mercer will conduct the searches. He is an active consultant.
2. Mr. Mercer will be able to come within a week of the contract being signed. The first trip will be 2-3 days. He would like to meet with elected officials, stakeholders and key officers.
3. He will first look at their database of 500-600 active names. His company has 13 officers, been in business 26 years and has done over 1,000 executive searches.
4. He will tap into KU graduates and encourage internal candidates.
5. Mr. Mercer said he has experience, a good reputation, familiar with the area, uses advanced technology, good database, and has a large number of people in the firm.
6. Currently his firm is doing work for the city of Kansas City, MO. He has done work in Johnson County. He will use interviews with the City and existing documents to get a description of the City.
7. He said his firm will assemble a mailing list of 500-600 people who will be sources for applicants. He calls 100 people. He looks for people who are not looking for a change.
8. Not asked.
9. With the first screen, he narrows down 100 applicants to 12-15. He puts these applicants in a matrix to discuss with the committee and narrows the number down to 7-9. Then he does an interview with the applicants over interactive video. He will develop a thoughtful set of questions for these interviews and will ask for questions from the Council. With the second screen, he does reference and background checks narrowing the number down to 5. These applicants will go through an interview with the committee.
10. Not asked.
11. Not asked.

12. He uses local government databases and publications. He makes sure to cover the bases of minorities and women. He will also use professional journals and websites.
13. Not asked.
14. He said he might not interview the Captains on the first visit because of their interest in the position. He will treat them the same as all the other applicants.
15. Not asked.
16. He stated he failed in placement of the County Administrator for Johnson County. He said he had asked the Board what they wanted and they said they wanted a change agent but they really did not. After it did not work out, he offered to come back and do teambuilding with the Board and staff but the Board declined. The Board also declined to use the guarantee.

The committee asked additional questions. The committee asked Mr. Mercer when he would start the City Administrator search. He said it would be best to start in August. The committee asked Mr. Mercer which position is the most difficult to recruit. Mr. Mercer said the Public Works Director is very hard to recruit. He said it would make sense to put extra effort into that search.

After the interview the committee discussed all of the interviews.

Michael Kelly gave his impressions of each firm. Bennett Yarger tried to get the specialness of the City. The PAR Group seemed very template. Mercer seemed to have done the process before and is open to input.

Charles Clark said Bennett Yarger know the least about the area. He said The PAR Group is very professional. He was impressed that Mercer has turned down work.

Wayne Vennard said he did not like the chattiness of Bennett Yarger. He felt the PAR group did a nice job. He was impressed with Mercer's response to the Johnson County issue.

Bill Franklin said Mercer may be more hands-on and relies on other staff to help. He felt Bennett Yarger brought up key things from experience. He stated we need someone who's been in the area before.

The committee came to a consensus to hire Mercer because of knowledge of the area and expertise.

### **Executive Selection Committee Interviews**

1. Are you the person in your firm who will directly conduct the Police Chief search? To whom do you report at your firm? Would other persons conduct the City Administrator and Public Works Director searches?
2. All firms being considered wish to understand the community and the jobs being offered.
  - a. How soon after a contract is signed would you be in town?
  - b. How long would you anticipate staying on your initial trip?
  - c. Setting aside direction from the search committee, whom would you most like to talk with? Whom do you usually find the most informative?
3. All firms being considered do many municipal searches and maintain files of previous applicants for similar positions. Can you give me an idea of the size and nature of your files in numerical terms? In your experience, how often is the successful candidate from this pool?
4. Regionally, suburban Johnson County is a very attractive place to live and work. We are anticipating a lot of interest from out-of-state Kansas and Missouri applicants. How would you reach these folks? How would you reach candidates in Metropolitan Kansas City?
5. The process used by all firms is similar. What should we consider your firm's particular emphasis or strength? Why should we choose your firm over others?
6. How will you develop an informative description of the City – its character; its community; its role in Johnson County and the greater KC metro area; the PV governing body; the PV police department; the PV City Administrator's role and the PV Public Works department?
7. Will your primary role be to screen candidates who apply for the positions or will you also identify candidates that fit PV but who may not be looking for a new position?
8. Describe how you will develop a sense of the type of community Prairie Village is and the type of individuals needed to replace long term employees who are leaving.
9. Describe the method you use to help members of the steering committee develop a profile to be used in screening candidates.
10. Describe the type of interview process you recommend.
11. What type of assistance/counsel do you provide to steering committee members as they determine such things as salary range, moving costs, contracts, etc?
12. Describe the type of advertising you recommend and the estimate of cost.
13. Do you review questions to be asked during interviews and/or coach interviewers in ways to address follow-up questions?
14. The City's Police Department has two Captains who are long term, well-respected members of the staff. The Administrator has an assistant who is also a long term well-respected member of the staff. They all plan to apply for the positions. Will these applicants be handled in the same way as other applicants?
15. Do you provide advice on handling the rejection in-house candidates experience if not selected?
16. You have listed many successes in your proposal. Tell us about your top two failures and how you changed your methods to avoid the repetition of failure.

**PLANNING COMMISSION MINUTES  
MEETING OF DECEMBER 5, 2006**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, December 5, 2006 in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Marlene Nagel, Robb McKim, Marc Russell, Nancy Vennard and Bob Lindeblad.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Bob Pryzby, Director of Public Works and Joyce Hagen Mundy, Planning Commission Secretary..

**APPROVAL OF MINUTES**

Bob Lindeblad moved the approval of the minutes of November 7, 2006 as written. The motion was seconded by Marc Russell and passed by a vote of 6 to 0 with Robb McKim abstaining as he was not in attendance at the November meeting.

Chairman Ken Vaughn noted the agenda included several public hearings and reviewed the procedures to be followed for the hearings and opened the hearing on applications PC2006-14 through PC2006-17 since these applications for conditional use permits for utility boxes were similar in nature although they would require separate action on each application.

**PUBLIC HEARINGS**

- PC2006-14 Request for Conditional Use Permit for Communication Utility Box at 8300 Mission Road
- PC2006-15 Request for Conditional Use Permit for Communication Utility Box at 3720 West 83<sup>rd</sup> Street
- PC2006-16 Request for Conditional Use Permit for Communication Utility Box at 8099 Mission Road
- PC2006-17 Request for Conditional Use Permit for Communication Utility Box at 7825 Juniper

Chris Carroll, representing AT&T, stated he is requesting the withdrawal of PC2006-14 for a utility box at 8300 Mission Road as modification of their plans has made it possible for this area to be served by the utility box at 3720 West 83<sup>rd</sup> Street. Mr. Carroll stated the remaining three sites are similar in nature to the four previous applications approved by the Planning Commission. Applications for the remaining seven have been submitted to staff and will be on the Commission's January agenda.

Ken Vaughn asked Mr. Carroll if he had received the staff comments. Mr. Carroll responded he had and was in agreement with the staff review and recommendations.

Ken Vaughn asked who would be responsible for the maintenance of the landscaping. Mr. Carroll responded landscaping would be provided by and maintained by AT&T. They have hired a company that will install and provide maintenance on an ongoing basis. However, he noted in some areas they have entered into agreements with the property owners or the homes association to provide maintenance.

Robb McKim questioned the construction work being done in the City prior to approval. Chris Carroll responded the only construction work is preparatory installation of cable to retrofit the existing cabinets. They have received approval from staff for this work. The only new cabinets that have been placed are the four that have received Planning Commission approval. He noted they are working on an aggressive schedule with the intent to launch the new AT&T U-Verse Internet Protocol (IP) next generation video product to customers in Prairie Village on or after December 26, 2006. .

Bob Pryzby, Director of Public Works, stated right-of-way permits have been reviewed and approved for their preparatory work.

Robb McKim noted during the November meeting, Marc Russell had expressed concern with the indefinite term length for the agreements and asked for his reasoning. Mr. Russell responded he felt with the indefinite agreement there was no incentive or trigger for the applicant to change out the boxes for smaller boxes as technology allows. Ron Williamson noted if the size of the cabinets increase, the applicant has to come back for approval of a new permit.

Ken Vaughn confirmed none of the existing cabinets are larger than approved. Mr. McKim asked how many cabinets were anticipated. Mr. Carroll responded 14 cabinets.

With no one present desiring to address the Commission on these applications, Chairman Ken Vaughn closed the public hearing.

Ron Williamson reviewed his staff review on the individual applications.

#### **PC2006-14**

This utility box was to be placed on the southwest corner of 83<sup>rd</sup> and Mission Road. However, after further analysis it was determined by AT&T that the utility box could be placed at 3700 West 83<sup>rd</sup> Street. This is a better location from the standpoint of reducing visibility issues at this busy intersection. By placing two boxes at 3700 West 83<sup>rd</sup> Street, the same service can be provided to local customers. The proposed utility box at 3700 West 83<sup>rd</sup> Street will be connected by buried cable to the SAI box at 83<sup>rd</sup> and Mission. Thus this application can be withdrawn.

#### **PC2006-15**

AT&T is requesting the approval of a conditional use permit for the installation of two utility boxes that have a footprint of 38" x 47" (12.4 sq. ft.) a height of 63" and set on a 6' x 6' (36 sq. ft.) pad.

The proposed utility boxes will be paired with an existing SAI utility box that is located in an easement on the north side of 83<sup>rd</sup> Street on the west edge of the parking lot and the SAI utility box at 83<sup>rd</sup> and Mission Road. The proposed utility boxes will be located in a private easement with the existing SAI box. This is a unique application because the request is for the two boxes rather than one. A second box is proposed at this location to serve the SAI box at 83<sup>rd</sup> & Mission. This is a better location because of the congestion and inability to screen at the

intersection. One box will be connected to 83<sup>rd</sup> & Mission with a new buried cable. The new boxes are being installed to help AT&T keep up with the increased demand for services. This is another facility being installed to implement AT&T's new plan which is called "Project Light Speed". This will enable AT&T to broadcast high quality images and video programming over telephone lines.

In accordance with the Planning Commission's Citizens' Participation policy, the applicant held a meeting on November 27, 2006, at the Community Center. The owner of the building at 3700 West 83<sup>rd</sup> attended the meeting and was in agreement with the proposed plan for the location of the utility boxes.

Mr. Williamson noted this is a good location as this area can be screened.

**PC2006-16**

AT&T is requesting the approval of a conditional use permit for the installation of a utility box that has a footprint of 38" x 47" (12.4 sq. ft.) a height of 63" and sets on a 6' x 6' (36 sq. ft.) pad.

The proposed utility box will be paired with an existing SAI utility box that is located on the east side of Mission Road approximately 600 feet north of the intersection with Somerset Drive. Both boxes will be located in a private easement. The new boxes are being installed to help AT&T keep up with the increased demand for services. This is another facility being installed to implement AT&T's new plan which is called "Project Light Speed". This will enable AT&T to broadcast high quality images and video programming over telephone lines.

The proposed utility box as well as the existing SAI box will be screened with landscaping on the north and south sides. The east side is an evergreen hedge and the west side is a sidewalk. There is no way to effectively screen the boxes from Mission Road. The Paddock Courts Association representative has reviewed and approved the plans.

Ron Williamson noted that the applicant needs to be aware of the traffic on Mission Road and plan their installation times to create a minimal impact on traffic.

**PC2006-17**

AT&T is requesting the approval of a conditional use permit for the installation of a utility box that has a footprint of 38" x 47" (12.4 sq. ft.) a height of 63" and sets on a 6' x 6' (36 sq. ft.) pad. The Ordinance requires that utility boxes having a footprint greater than 12 sq. ft. in area; a pad greater than 32 square feet or a height of more than fifty four inches must be approved as a conditional use prior to installation. The proposed utility box exceeds all the minimum requirements for staff approval.

The proposed utility box will be paired with an existing SAI utility box that is located in an easement on the east side of Juniper Street between 7825 and 7831. The proposed utility box will be located in a utility easement behind the existing SAI and will be approximately 25 feet back of the street right-of-way line and 30 feet back from the curb. The new boxes are being installed to help AT&T keep up with the increased demand for services. This is another facility being installed to implement AT&T's new plan which is called "Project Light Speed". This will enable AT&T to broadcast high quality images and video programming over telephone lines.

In accordance with the Planning Commission's Citizens' Participation policy, the applicant held a meeting on November 27, 2006, at the Community Center. No one appeared on this application. Mr. Williamson noted there is mature existing landscaping at this location that needs to be protected during the installation process.

Bob Pryzby stated each of these applications will need a right-of-way permit in addition to the required building permit.

Robb McKim asked if the adjacent neighbors at 7825 received notice. Mr. Carroll stated that he could not be sure as Eric Stong contacts all the residents. The Planning Commission Secretary stated she had received return receipts from their notification.

Ken Vaughn stated he would like to see the utility plans be drawn to scale like the landscape plans. He feels it is very difficult to get a true picture of the proposed installation from the information presented. He would like to see more information. Mr. Pryzby noted Eric Stong has made several improvements to the drawings submitted for the right of way permits at his request.

Marc Russell restated his objection to the indefinite terms on the permits. He feels these are very large and an eyesore and without a term on the conditional use permit he does not see AT&T has any incentive to come back with smaller boxes as the requirements of the technology change.

Ken Vaughn noted the existing boxes are less than 7 year old and they are replacing them.

Bob Lindeblad noted the investment required to replace these boxes and does not see it being done for only a few years. He supported the indefinite term because of the significant financial investment being made as well as the need to assure those residents that select their service that it will continue to be available. He does not see a significant difference between 25 years and indefinitely. Mr. Vaughn noted the Commission reluctantly accepted that view on earlier applications.

#### **PC2006-14**

Bob Lindeblad moved the Planning Commission accept the request by AT&T to withdraw application PC2006-14 for the installation of a communications utility box at 8300 Mission Road. The motion was seconded by Nancy Vennard and passed unanimously.

#### **PC2006-15**

The Planning Commission reviewed the findings for the requested conditional use permit for a communications utility box at 3720 West 83<sup>rd</sup> Street as follows:

1. **The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations, and use limitations.**  
The proposed utility boxes are larger than what is permitted by Staff approval and therefore are required to obtain a conditional use permit.
2. **The proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public.**  
The proposed utility equipment boxes will not adversely affect the welfare or convenience of the public, but will actually benefit the public because they will improve electronic communications to households in Prairie Village.
3. **The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**  
The proposed utility boxes will be located in a private utility easement on the north side of 83<sup>rd</sup> Street along the west edge of the parking lot. The proposed utility boxes are

relatively small in size and are not an intense use that generates a lot of people activity; therefore, they should not have an adverse affect on the value of the property immediately in the neighborhood.

4. **The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets given access to it, are such that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration should be given to:**
  - a. **The location, size, nature and height of buildings, structures, walls, and fences on the site; and**
  - b. **The nature and extent of landscaping and screening on the site.**

The proposed utility boxes are approximately 47" wide x 38" deep x 63" high. The applicant has also indicated that there will be a 2' x 3' hand hole that will be flush with the ground and not be a part of the pad. The hand hole will be located north of the sidewalk.

The landscape plan primarily provides screening for the apartments to the west. There is not adequate space to provide plants adjacent to the parking lot. The choice of plants seems appropriate; however, no evergreens have been included.

The size of this use is not such that it would dominate the neighborhood or hinder development. The neighborhood is totally developed to the east, west, south and north and this use is being installed in an easement that should be able to accommodate it compatibly without it being a problem for the other properties in the neighborhood.

5. **Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and such areas will be screened from adjoining residential use and located so as to protect such residential uses from any injurious affect.**

The only parking that will be required for this use is what will be needed while construction and installation are occurring, and then periodic maintenance. There is no need to provide permanent off-street parking for this use because it can easily be accommodated in the adjacent parking lot.

6. **Adequate utility, drainage, and other such necessary facilities have been or will be provided.**

Since this is a very small installation and a companion to an existing utility box, there is not a need for additional utilities, drainage, or other facilities.

7. **Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.**

There will not be a need for access roads or entrance and exit drives because all the parking will be adequately handled in the adjacent parking lot.

8. **Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessarily intrusive noises.**

The proposed use does not utilize any hazardous or toxic materials and does not generate any obnoxious odors or unnecessarily intrusive noises.



Bob Lindeblad moved the Planning Commission find the findings of fact favorable for the proposed Conditional Use Permit for the installation of two communications utility boxes in the easement at 3720 West 83<sup>rd</sup> Street and grant a Conditional Use Permit subject to the following conditions:

1. That the conditional use be approved for two utility boxes at the location as shown on the plans.
2. That the applicant maintain the landscaping and replace any plant materials that die so that the integrity of the landscape screening is maintained throughout the life of the project.
3. That the applicant install the landscaping immediately after installation of the utility boxes.
4. That the Conditional Use be approved for an indefinite period of time.
5. That should the equipment boxes become obsolete and not functional they shall be removed from the site within six months.

The motion was seconded by Randy Kronblad and passed by a vote of 6 to 1 with Marc Russell voting "nay".

#### **PC2006-16**

The Planning Commission reviewed the findings for the requested conditional use permit for a communications utility box at 8099 Mission Road as follows:

1. **The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations, and use limitations.**  
The proposed utility box is larger than what is permitted by Staff approval and therefore is required to obtain a conditional use permit.
2. **The proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public.**  
The proposed utility equipment box will not adversely affect the welfare or convenience of the public, but will actually benefit the public because it will improve electronic communications to households in Prairie Village.
3. **The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**  
The proposed utility box will be located in an easement on the east side of Mission Road adjacent to Corinth Paddock Apartments. The proposed utility box is relatively small in size and is not an intense use that generates a lot of people activity; therefore, it should not have an adverse affect on the value of the property immediately in the neighborhood. The proposed utility box as well as the existing SAI Box will be screened with landscaping on the north and south sides. The east side is an evergreen hedge and the west side is a sidewalk. There is no way to effectively screen the boxes from Mission Road.
4. **The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets given access to it, are such that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration should be given to:**

- a. The location, size, nature and height of buildings, structures, walls, and fences on the site; and
- b. The nature and extent of landscaping and screening on the site.

The proposed utility box itself is approximately 47" wide x 38" deep x 63" high setting on a pad that is 6' x 6'. The applicant has also indicated that there will be a 2' x 3' hand hole that will be flush with the ground and not be a part of the pad. It appears that an existing hand hole is already on the site, however, it should be noted that it is larger than the new ones that are being installed.

The landscape plan is minimal, but it will blend well with the other landscaping in the area. The choice of plant materials is good in that year around screening will be provided through the use of evergreens. Because of the configuration of the site, additional screening cannot be provided.

The size of this use is not such that it would dominate the neighborhood or hinder development. The neighborhood is totally developed to the east, west, north and south and this use is being installed in an easement that should be able to accommodate it compatibly without it being a problem for the other properties in the neighborhood.

- 5. **Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and such areas will be screened from adjoining residential use and located so as to protect such residential uses from any injurious affect.**

The only parking that will be required for this use is what will be needed while construction and installation are occurring, and then periodic maintenance. There is no need to provide permanent off-street parking for this use because of the limited need, but care will need to be taken to not disrupt traffic on Mission Road.

- 6. **Adequate utility, drainage, and other such necessary facilities have been or will be provided.**

Since this is a very small installation and a companion to an existing utility box, there is not a need for additional utilities, drainage, or other facilities.

- 7. **Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.**

There will not be a need for access roads or entrance and exit drives because no permanent parking areas will be required.

- 8. **Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessarily intrusive noises.**

The proposed use does not utilize any hazardous or toxic materials and does not generate any obnoxious odors or unnecessarily intrusive noises.

Randy Kronblad moved the Planning Commission find the findings of fact favorable for the proposed Conditional Use Permit for the installation of a communication utility box in the easement on the east side of Mission Road in the 8900 Block and grant a Conditional Use Permit subject to the following conditions:

- 1. That the applicant maintain the landscaping and replace any plant materials that die so that the integrity of the landscape screening is maintained throughout the life of the project.
- 2. That the applicant install the landscaping immediately after installation of the utility box.

3. That the Conditional Use be approved for an indefinite period of time.
4. That should the equipment boxes become obsolete and not functional they shall be removed from the site within six months.

The motion was seconded by Bob Lindeblad and passed by a vote of 6 to 1 with Marc Russell voting "nay".

#### **PC2006-17**

The Planning Commission reviewed the findings for the requested conditional use permit for a communications utility box between 7825 and 7831 Juniper Street as follows:

1. **The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations, and use limitations.**  
The proposed utility box is larger than what is permitted by Staff approval and therefore is required to obtain a conditional use permit.

2. **The proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public.**  
The proposed utility equipment box will not adversely affect the welfare or convenience of the public, but will actually benefit the public because it will improve electronic communications to households in Prairie Village.

3. **The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**  
The proposed utility box will be located on private property in a utility easement between 7825 and 7831 Juniper Street where it will be adequately screened. The proposed utility box is relatively small in size and is not an intense use that generates a lot of people activity; therefore, it should not have an adverse affect on the value of the property immediately in the neighborhood. It should also be noted that no one appeared at the public information meeting.

4. **The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets given access to it, are such that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration should be given to:**

- a. **The location, size, nature and height of buildings, structures, walls, and fences on the site; and**
- b. **The nature and extent of landscaping and screening on the site.**

The proposed utility box itself is approximately 47" wide x 38" deep x 63" high. The pad is 6' x 6' and it will be surrounded by landscaping. The applicant has also indicated that there will be a 2' x 3' hand hole that will be flush with the ground and not be a part of the pad. The hand hole will be located in the street right-of-way behind the curb while the proposed utility box will be located in a utility easement approximately 35' behind the curb.

The utility box is actually being carefully placed within an existing landscaped area with only a few new plants being added. There are several large trees and mature shrubs in the area that need to be protected during the installation. If any existing plants are damaged the applicant will need to replace them.

The size of this use is not such that it would dominate the neighborhood or hinder development. The neighborhood is totally developed to the east, west, south and north and this use is being installed in an easement that should be able to accommodate it compatibly without it being a problem for the other properties in the neighborhood.

- 5. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and such areas will be screened from adjoining residential use and located so as to protect such residential uses from any injurious affect.**

The only parking that will be required for this use is what will be needed while construction and installation are occurring, and then periodic maintenance. There is no need to provide permanent off-street parking for this use because it can easily be accommodated in the street.

- 6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.**

Since this is a very small installation and a companion to an existing utility box, there is not a need for additional utilities, drainage, or other facilities.

- 7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.**

There will not be a need for access roads or entrance and exit drives because all the parking will be adequately handled in the street.

- 8. Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessarily intrusive noises.**

The proposed use does not utilize any hazardous or toxic materials and does not generate any obnoxious odors or unnecessarily intrusive noises.

Bob Lindeblad moved the Planning Commission find the findings of fact favorable for the proposed Conditional Use Permit for the installation of a communication utility box in a utility easement between 7825 and 7831 Juniper Street and grant a Conditional Use Permit subject to the following conditions:

1. That the applicant maintain the landscaping and replace any plant materials that die so that the integrity of the landscape screening is maintained throughout the life of the project.
2. That the applicant install the landscaping immediately after installation of the utility box.
3. That the Conditional Use be approved for an indefinite period of time.
4. That should the equipment boxes become obsolete and not functional they shall be removed from the site within six months.
5. That the applicant protect the existing plants during construction and replace any that are damaged.

The motion was seconded by Nancy Vennard and passed by a vote of 6 to 1 with Marc Russell voting "nay".

**PC2006-19 Request for Renewal of Special Use Permit for Communication Antenna & Equipment at 7700 Mission Road  
Zoning: R-1a  
Applicant: Curtis Holland, Cingular Communications**

Matt Austin, an attorney with Polsinelli Shalton Welte Suelthaus PC representing Cingular Communications, appeared before the Commission to request a renewal to the existing Special Use Permit for wireless communication antenna and equipment on the tower located behind City Hall at 7700 Mission Road.

With no one present to speak on this application, Chairman Ken Vaughn closed the public hearing.

Ron Williamson stated at its regular meeting on July 3, 2001 the Planning Commission held a public hearing, found the findings of fact to be favorable and recommended approval to the City Council. On August 6, 2001, the City Council approved the recommendation of the Planning Commission which included the following nine conditions:

- 1) The initial approval of the special use permit shall be for a maximum of five years. At the end of the five-year period, and any subsequent five-year renewal periods, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and the City Council that a need still exists for the antennas and that all the conditions of approval have been met. The permit may then be extended for an additional five years and new conditions may be required.
- 2) All equipment cabinets and wiring shall be contained within the existing walled area.
- 3) The antennas and the frames for mounting them shall be painted a color that blends with the other antennas and the tower so the visibility is minimized.
- 4) If the applicant is found to be in non-compliance with the conditions of the special use permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If a special use permit becomes null and void, the applicant shall remove the antennas, equipment cabinets and all other appurtenances and shall restore the site to its original condition.
- 5) The applicant shall comply with all state and federal regulations.
- 6) The applicant shall have a structural inspection of the antennas performed by a licensed professional engineer prior to every five-year renewal and submit it as a part of the renewal application.
- 7) The plans for the antenna connections shall be prepared and sealed by a structural engineer licensed in the State of Kansas with construction observation provided by a design engineer that is not an employee of the tower's owner.
- 8) The Compound Plan submitted with this application shall be incorporated as a part of the approval of this application.

- 9) The transmission line installed on the tower shall be enclosed in a conduit that is painted the same color as the tower.

The original Special Use Permit was granted to AT&T, but since that time, AT&T and Cingular have formed a joint venture for providing wireless communication services.

The five year initial approval has expired and the applicant is requesting a renewal. The antennas are in place on the monopole and the equipment boxes are contained within the brick walled area. No changes are proposed from the original Special Use Permit that was approved and the applicant is in compliance with all the conditions.

The Planning Commission approved a renewal for ten years last month for an antenna and equipment installation. This application is similar in nature and has a 25 year lease with the City, so consideration should be given increasing the length of time from five years to ten years.

A neighborhood meeting was not required for this renewal since no changes were proposed. The applicant held a meeting on June 19, 2001 when the original special use permit was proposed and no one attended the meeting.

The following is an update of the July 3, 2001 Staff Report:

1. **Validation Study** - A study comparing all potential sites within an approximate ½ mile radius of the proposed application area. The study shall include the location and capacity of existing towers, potential surrounding sites, a discussion of the availability or inability of the tower site to host a communications facility and reasons why certain sites were excluded from consideration. The study must demonstrate to the City's satisfaction that alternative tower sites are not available due to a variety of constraints. It must also contain a statement explaining the need for the facility in order to maintain the system and include a map showing the service area of the proposed as well as any other existing and proposed towers.

If the use of current towers is unavailable, a reason or reasons specifying why they are unavailable needs to be set out and may include one or more of the following: refusal by current tower owner; topographical limitations; adjacent impediments blocking transmission; site limitations to tower construction; technical limitations of the system; equipment exceeds structural capacity of facility or tower; no space on existing facility or tower; other limiting factors rendering existing facilities or towers unusable.

Since the applicant is requesting the renewal of an antenna installation on an existing tower, and is not requesting the construction of a new communications tower or the extension of the height of an existing tower, a study of alternative tower site locations within a ½ mile radius was not required. The City has encouraged wireless communication providers to co-locate on existing towers and this applicant is following that request. The applicant has stated that this is the only location in the City of Prairie Village that is suitable to provide their services. The applicants feel that this location would provide the best coverage for providing high-speed wireless internet access within the City of Prairie Village. The applicant has submitted updated propagation maps.

2. **Photo Simulation** - A photo simulation of the proposed facility as viewed from the adjacent residential properties and public rights-of-way.

Since this is an existing installation and it can be observed, a photo simulation of this location was not required.

3. **Co-Location Agreement - A signed statement indicating the applicant's intention to share space on the tower with other providers.**  
This condition is not applicable since the applicant is requesting co-location on an existing tower rather than requesting to construct a new tower and place its antennas on it.
4. **Copy of Lease - A copy of the lease between the applicant and the land owner containing the following provisions:**
  - a. The landowner and the applicant shall have the ability to enter into leases with other carriers for co-location.
  - b. The landowner shall be responsible for the removal of the communications antennas in the event that the leaseholder fails to remove upon abandonment.  
A copy of the lease with the City has been submitted and it runs for a period of 25 years.
5. **Site Plan - A site plan prepared in accordance with Chapter 19.32 Site Plan Approval.**  
Since all the equipment is contained within the existing walled area, the need for landscaping and screening and any kind of special construction to screen the equipment is not necessary. Since the installation is already in place, a site plan is not necessary and the original site plan will be adequate.
6. **Transmission Medium - Description of the transmission medium that will be used by the applicant to offer or to provide services and proof that applicant will meet all federal, state, and City regulations and laws, including but not limited to FCC regulations.**  
The applicant submitted a study with the original application, Shared Site Interference Analysis stating that it predicts no interference with existing configurations and separations and no interference has been reported. The applicant shall meet all state and federal regulations prior to obtaining a permit from the City.
7. **Description of Services - Description of services that will be offered or provided by the applicant over its existing or proposed facilities including what services or facilities the applicant will offer or make available to the City and other public, educational and governmental institutions.**  
The applicant has indicated that the purpose for these antennas is to provide the Prairie Village community with simultaneous voice and high-speed wireless internet access. Since this application is for the location of antennas on an existing tower, no special services or facilities are planned to be offered to the City or any other educational or governmental body.
8. **Relocated Items - Indication of the specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposed to temporarily or permanently remove or relocate.**  
The equipment cabinet is located within the walled area and no existing equipment will need to be removed or relocated. Again this is the renewal of an installation of antennas on an existing tower along with the support equipment and no new construction is proposed to occur.
9. **Construction Schedule - Preliminary construction schedule including completion dates.**  
N/A. Equipment and antennas are already installed.
10. **Qualifications and Experience - Sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding communications or utility facilities and services described in the application.**

The Cingular/AT&T Joint Venture has extensive experience in providing telecommunications services and has been providing FWS services since 1997.

11. **All Required Governmental Approvals - Information to establish that the applicant has obtained all governmental approvals and permits to construct and operate communications facilities, including but not limited to approvals by the Kansas Corporation Commission.**

There is no information included with this application that indicated the need for any other governmental approvals, except licensing of FCC. This antenna is not in a location that would require FAA approval.

12. **Miscellaneous - Any other relevant information requested by City staff.**

Since this is a request to renew the installation of antennas on an existing tower, Staff requested that a Tower Structural Analysis be prepared. The Analysis indicates that the existing structure is adequate and will not require structural modifications to the monopole. The report states that the coax wiring harness or transmission line will be installed on the inside of the monopole and no coax will be mounted on the outside of the monopole.

13. **Copies of Co-Location Letters - Copies of letters sent to other wireless communication providers notifying them of the proposed request and inquiring of their interest to co-locate.** Since this is an application to renew the installation of an antenna on an existing tower, the need to send out co-location letters is not applicable.

Ron Williamson stated since this renewal is similar to the renewal granted for the antenna at 7321 Mission Road, an established location, operating without complaints and with a long-term lease with the property owner, he is recommending the term of the lease be extended from five years to ten years with the other conditions of renewal remaining the same as the initial permit.

The Planning Commission reviewed the findings for the requested renewal of the Special Use Permit for the communication antenna and related equipment at 7700 Mission Road as follows:

1. **The proposed special use complies with all applicable provisions of these regulations including intensity of use regulations, yard regulations, and use limitations.**

The proposed installation of the antennas and equipment meets all the setback, height and area regulations contained in the Zoning Ordinance.

2. **The proposed special use at the specified location will not adversely affect the welfare or convenience of the public.**

Approval of the renewal of this special use permit should enhance the welfare and convenience of the public because it will improve the communications link to users in the Prairie Village community and it is co-located on an existing tower.

3. **The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The installation of the antennas and equipment have had relatively little impact on the adjacent area in that the antennas were installed on an existing tower and the equipment was contained within an existing walled area so the new use was virtually unnoticeable. It should also be pointed out that the only residents in the area are on the east side of Mission Road which is a significant distance from the location of the tower. It should also be noted that no one appeared at the public information meeting or the Planning Commission Public Hearing when the original application was approved.



4. **The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to: (a) the location, size and nature of the height of building structures, walls and fences on the site; and (b) the nature and extent of landscaping and screening on the site.**  
 The installation of these antennas on the existing tower and the installation of equipment in the existing walled area have had relatively little impact on the neighborhood and have not hindered its development. It also should be pointed out that the neighborhood is totally developed and that no equipment will be visible from the exterior of the site. No additional landscaping or screening on the site would be necessary under the existing circumstances.
5. **Off-street parking and loading areas will be provided with standards set forth in these regulations, and areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.**  
 Off-street parking is already available to serve this user and the other users on the tower. The parking that is currently provided on the site will be adequate for this need.
6. **Adequate utility, drainage, and other such necessary facilities have been or will be provided.**  
 Since there are no external improvements required. Existing utility, drainage, and other facilities should be adequate to serve the proposed installation.
7. **Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent hazards and to minimize traffic congestion in public streets and alleys.**  
 The site and the equipment only requires service vehicles for installation and periodic maintenance and an access road is already in place. The traffic generated by the use is so minimal that it will not create any additional congestion on the streets or drives in the area around City Hall.
8. **Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing process, obnoxious odors, or unnecessary intrusive noises.**  
 The antennas and equipment do not have any hazardous or toxic materials, obnoxious odors, or intrusive noises that would affect the general public.
9. **Architectural style and exterior materials are compatible with such style and materials used in the neighborhood in which the proposed structure is to be built or located.**  
 The equipment is contained within the existing walled area and therefore has not created any need to expand the walls or screening. The items that will be exposed are the antennas that would be installed on the tower and the appearance of these antennas would be similar in nature to other antennas that are located on the tower at this time but will be architecturally different than other styles and materials used in the neighborhood.

Nancy Vennard moved the Planning Commission find the findings of fact favorable for application PC2006-11 the renewal of the Special Use Permit for wireless communication antenna and related equipment at 7700 Mission Road and recommends the Planning

Commission forward the application to the City Council with a recommendation that it be approved subject to the following conditions:

- 1) That the renewal of the special use permit shall be for a maximum of ten years. At the end of the ten-year period, and any subsequent ten-year renewal periods, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and the City Council that a need still exists for the antennas and that all the conditions of approval have been met. The permit may then be extended for an additional ten years and new conditions may be required.
- 2) All equipment cabinets and wiring shall be contained within the existing walled area.
- 3) The antennas and the frames for mounting them shall be painted a color that blends with the other antennas and the tower so the visibility is minimized.
- 4) If the applicant is found to be in non-compliance with the conditions of the special use permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If a special use permit becomes null and void, the applicant shall remove the antennas, equipment cabinets and all other appurtenances and shall restore the site to its original condition.
- 5) The applicant shall comply with all state and federal regulations.
- 6) The applicant shall have a structural inspection of the antennas performed by a licensed professional engineer prior to every ten-year renewal and submit it as a part of the renewal application.
- 7) The plans for the antenna connections shall be prepared and sealed by a structural engineer licensed in the State of Kansas with construction observation provided by a design engineer that is not an employee of the tower's owner.
- 8) The Compound Plan submitted as a part of the original application shall be incorporated as a part of the approval of this application.
- 9) The coax line installed on the tower shall be either inside the monopole or enclosed in an encasement that is painted the same color as the tower.

The motion was seconded by Robb McKim and passed unanimously.

#### **NON-PUBLIC HEARINGS**

**PC2006-115 Building Line Modification -  
8700 Catalina  
Zoning: R-1a  
Applicant: Tom Boozer**

Mary Deacy, 6525 Summitt, Kansas City, MO, architect for Tom Boozer, presented the request for a building line modification at 8700 Catalina. Ms Deacy stated the applicant desires to add a third garage to the existing structure which as proposed would extend beyond the platted building setback in a triangular shape by eight feet.

Mrs. Deacy stated she had met with the neighboring residents and based on their concerns and comments has submitted a revised plan which meets with their approval, but still requires a building line modification.

Ron Williamson noted this lot is located on the southwest corner of 87<sup>th</sup> Street and Catalina. The lot is approximately 175' in width and 217' in depth. Even though the lot is addressed off Catalina its narrowest width abuts 87<sup>th</sup> street and therefore for the purposes of the zoning ordinance, the front of the lot is adjacent to 87<sup>th</sup> Street. This means that building must maintain a side yard setback of 5 feet adjacent to the west property line and a rear yard setback of 25'

adjacent to the south property line. There is a platted 50' setback adjacent to both 87<sup>th</sup> Street and Catalina. Interior lots in this subdivision have a 60' platted setback while corner lots have a 50' platted setback.

Mr. Williamson stated the existing dwelling was placed on a diagonal across the lot and there is a significant amount of space in the front yard that cannot be effectively used. The two corners of the house closest to the streets maintain a setback of approximately 50'. The house could have been positioned further south on the lot which would have provided more usable space. Because the platted setback is 10' less on corner lots than interior lots, the corner houses already set closer to the street than houses on interior lots. The applicant is requesting an 8' modification of the building line to expand a two car garage into a three car garage. The modification only applies to a corner of the garage and not the entire garage.

Under the new procedure for the Building Line Modifications, the applicant is required to send notices to all owners within 200 feet and meet with neighborhood residences prior to the Planning Commission meeting. The applicant held a neighborhood meeting on November 22<sup>nd</sup> and two neighbors attended and one responded by e-mail. They all were in favor of the rehabilitation of the property in general but they were opposed to the proposed building line modification as to being too great. The applicant modified his plan by moving the proposed garage addition away from the west property line and resubmitted it to the neighbors. One of the neighbors has responded favorably to the change and is no longer opposed.

Nancy Vennard noted she drove by the structure today and stated if Ms McMonigle is not opposed to the revised plan she will support it. She indicated the revised plan has better alignment with the existing homes.

Robb McKim confirmed the garages would be side-entry.

Nancy Vennard asked if it would be a full three-car garage or a 2 ½ car garage. Ms Deacy stated they would be using part of the existing garage and there will be three slots but one will not be as deep as the other two.

Marc Russell asked if the property owner had talked with the Homes Association. Nancy Vennard noted she had talked with Linda Peroff, President of the Somerset Manor Homes Association. Ms Peroff was at the informational meeting and is checking to see if association approval is necessary. Somerset Manor is not an action homes association.

Ron Williamson noted this property is unique as this subdivision has different platted setbacks for corner and interior lots.

Ken Vaughn confirmed the variance is only for the garage, not for the other additions shown on the site plan. Nancy Vennard asked if the white brick would be removed. Ms Deacy stated there would be a new entry with a gable and improvement landscaping.

The Planning Commission reviewed the findings for the requested building line modification at 8700 Catalina as follows:

**1. That there are special circumstances or conditions affecting the property;**

The existing dwelling is a large ranch that was not well placed on the lot. It has an existing two car garage, but for houses in this price range, a three car garage is typical. The floor plan has been designed so that the garage must be located on the north end of the house and in order to expand it, the garage will encroach into the 50' platted setback. The

subdivision already allows dwellings on corner lots to set 10' closer to the street than dwelling on interior lots.

**2. That the building line modification is necessary for reasonable and acceptable development of the property in question;**

In order for the floor plan to work, the garage must be located on the north side of the dwelling. The proposed building line modification is for only a small corner of the garage but it is a projection of eight feet into the setback area. If it is assumed that providing a three car garage for a house of this size is reasonable, then the modification is justified. This appears to be the least encroachment into the setback to build a three car garage.

**3. That the granting of the building line modification will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity in which the particular property is situated;**

Apparently the original proposal was objected to by the neighbors because it encroached too far into the setback and adversely affected the open space feel that was created by the developer of the subdivision. The revised proposal appears to be more favorably accepted by the neighbors because it is reduced in size and is not as close to the west property line.

Nancy Vennard moved the Planning Commission finds favorably on the three factors and approve the requested building setback modification from 50 feet to 42 feet for only that portion of the garage as shown on the plan submitted. The motion was seconded by Marlene Nagel and passed unanimously.

## **OTHER BUSINESS**

Robb McKim expressed concern if Time Warner and Everest were to come in with similar applications the impact on the City would be significant. Bob Lindeblad responded it is unlikely as AT&T is using telephone lines to host their programs, because they have them available. Time Warner and Everest do not have access to phone lines and are using cable in their applications. Mr. Williamson noted there is different size cable and conduit for different applications.

Ken Vaughn expressed concern with the number of phone lines that are located over sewer and water lines and the impact of placing these boxes over these areas and potential problems with the different utilities using the same areas. Mr. Williamson noted shared easements currently exist and utility locations are check/verified prior to the issuance of any right-of-way permits.

Ron Williamson noted the recent article in the Kansas City Business Journal which referenced redevelopment of Meadowbrook Country Club. Nancy Vennard noted some of the language in the article sounds like it cam directly from the City's Village Vision.

Nancy Vennard asked if the next Village Vision meeting had been scheduled and when they would receive the survey information that was to be sent out. Mr. Williamson stated he had reviewed the survey, but had not received a final copy. He would check with Doug Luther, with the holidays he would not expect to have a meeting until after the first of the year. Mrs. Vennard also asked that the final report be printed in duplex, noting the significant waste of paper. She also noted no action had been taken on the lighted awnings for Kokopelli Mexican Cantina.

Several Commission members asked when the HVAC and other ducts would be covered on the Mission Road Bible Church. Mr. Williamson stated plans had been submitted for the work. They would like to see this enclosed as soon as possible.

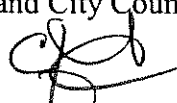
**ADJOURNMENT**

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 8:00 p.m.

Ken Vaughn  
Chairman



THE CITY OF PRAIRIE VILLAGE *Star of Kansas*

DATE: January 8, 2007  
TO: Mayor Shaffer and City Council Members  
FROM: Chief Grover   
SUBJECT: FORFEITURE TRUST FUND 2006 ANNUAL REPORT

As per Council Policy No. 450, Section IV, I am submitting the following annual report for the time period of January 1 through December 31, 2006.

Department - 01-00-00-2097

Fund Total - January 1, 2006: \$38,070.60

Revenue

|                      |        |
|----------------------|--------|
| Interest – January   | 100.28 |
| Interest – February  | 117.49 |
| Interest – March     | 144.95 |
| Interest – April     | 140.08 |
| Interest – May       | 141.56 |
| Interest – June      | 146.75 |
| Interest – July      | 156.55 |
| Interest – August    | 159.59 |
| Interest – September | 150.34 |
| Interest – October   | 146.78 |
| Interest – November  | 135.66 |
| Interest – December  | 175.26 |

FUND BALANCE - December 31, 2006: \$39,785.89

(continued)

FORFEITURE TRUST FUND QUARTERLY REPORT

January 8, 2007

Page No. 2

SIU – 01-00-00-2096

**Fund Total - January 1, 2006: \$29,060.61**

**Expenditures**

|                     |            |
|---------------------|------------|
| Buy Fund (1/13/06)  | (3,500.00) |
| Buy Fund (6/8/06)   | (4,500.00) |
| Buy Fund (11/30/06) | (3,800.00) |

**Revenue**

|  |            |
|--|------------|
| Restitution – State vs. Steven Pearce (12/20/05)       | 25.00      |
| Restitution – State vs. Jonathan Richardson (12/20/05) | 398.00     |
| Restitution – State vs. Jonathan Richardson (1/13/06)  | 200.00     |
| Drug Tax Distribution (1/26/06)                        | 37.50      |
| Karen Kaplan   |            |
| Restitution – State vs. Kurtis Lewis (1/31/06)         | 80.00      |
| Interest - January                                     | 69.07      |
| Interest – February                                    | 81.17      |
| Restitution – State vs. Jonathan Richardson (2/17/06)  | 2.00       |
| Interest – March                                       | 100.71     |
| Restitution – State vs. Steven Pearce (3/29/06)        | 150.00     |
| Restitution – State vs. Alfred Barreto (3/30/06)       | 98.00      |
| Interest – April                                       | 97.96      |
| Drug Tax Distribution (4/25/06)                        | 75.03      |
| Antonio Tapia  | \$37.53    |
| Karen Kaplan   | 37.50      |
| Restitution – State vs. Alfred Barreto (4/28/06)       | 100.00     |
| Interest – May   | 102.49     |
| Restitution – State vs. Alfred Barreto (5/24/06)       | 852.00     |
| Interest – June  | 89.19      |
| Interest – July  | 95.43      |
| Restitution – State vs. Ashley Hopkins (7/6/06)        | 73.00      |
| Drug Tax Distribution (7/25/06)                        | 3,786.76   |
| Alfred Barreto   | \$3,318.01 |
| Karen Kaplan   | 18.75      |
| Joshua Turner  | 375.00     |
| Lenard Smith   | 75.00      |

(continued)

FORFEITURE TRUST FUND QUARTERLY REPORT

January 8, 2007

Page No. 3

---

|   |           |
|---|-----------|
| Federal Case Forfeiture – Moreira (7/31/06)       | 12,110.82 |
| Restitution – State vs. Ashley Hopkins (8/4/06)   | 47.00     |
| Interest – August                                 | 162.51    |
| Interest – September                              | 153.33    |
| Restitution – State vs. Keith Middleton (9/13/06) | 64.05     |
| Restitution – State vs. Keith Middleton (10/6/06) | 595.95    |
| Interest – October                                | 156.83    |
| Drug Tax Distribution (10/27/06)                  | 1,312.50  |
| Karen Kaplan                                      | \$ 37.50  |
| Joshua Turner                                     | 375.00    |
| Jared Pinney                                      | 900.00    |
| Interest – November                               | 132.22    |
| Restitution – State vs. Ryan Bailey (11/8/06)     | 98.00     |
| Restitution – State vs. Ryan Bailey (11/28/06)    | 100.00    |
| Interest – December                               | 171.27    |

**FUND BALANCE - December 31, 2006:** **\$38,878.40**

---

**FORFEITURE TRUST FUND BALANCE:** **\$78,664.29**

CFG:jlw

cc: Accounting





Subscriber Services

# KansasCity.com



For the **Best Jobs** in Kansas City!

[CLICK HERE](#)



Search  Recent News  Archives  Web for

Go

### THE STAR AT 125

- The top stories from 1880 to 2005
- Jobs
- Cars
- Real Estate
- Apartments
- Local Shopping
  - ShopLocal
  - Newspaper Ads
- All Classifieds
  - Create an Ad
  - Find an Ad
  - Pets
- Dating

[Back to Home >](#)

## News

Posted on Wed, Jan. 03, 2007 [email this](#) [print this](#) [reprint or license this](#)

GLOBAL WARMING | *Finding alternatives*

# KC SET to act locally by going green

## Mayor's committee is looking at ways to cut the city's output of greenhouse gases.

By KAREN DILLON  
The Kansas City Star

The chief executive officer of Kansas City Power & Light Co. and a stay-at-home mom.

A renewable energy attorney and the president of the Greater Kansas City Chamber of Commerce.

A public school administrator and a representative of Ford Motor Co.

This eclectic group and about 80 others are helping to come up with a plan that could put Kansas City on the cutting edge of the battle against global warming.

That plan could have far-reaching implications for generations to come on daily activities ranging from something as mundane as turning on the lights to the vehicles people drive, the homes where they live and the places they work.

"This isn't a destination but a journey," said Bill Downey, the CEO of KCP&L.

The journey won't be easy.

Ultimately, this group of people will have to make recommendations on how to reduce greenhouse gases — and how much the reduction will be in Kansas City.

That reduction, many local businessmen fear, could have great financial effect on their companies.

But more than 50 cities around the country have come up with a plan to reduce the pollutants, and 150 more are in various stages of planning.

### News

- Elections
- Breaking News
- Columnists
- Consumer News
- Heartland Journal
- Iraq
- Local/Region
- Lottery
- Nation
- Obituaries
- Politics
- Photos
- News projects
- Readers' Representative
  - Weather
  - Weird News
  - Who To Call
  - World

### Sports

### Entertainment

### Business

### FYI/Living

### Star Magazine

### Opinion

- M
- Cor
- We:
- The
- Kan
- Fun
- The
- Alte
- Roç
- Dis

**EXTRAS**

- [Past Articles](#)
- [Community Faces](#)
- [The Star's Front Page](#)
- [E-Newsletters](#)
- [Local Traffic](#)
- [Maps & Directions](#)
- [Yellow Pages](#)
- [Discussion Boards](#)
- [Visitor's Guide](#)

**SERVICES**

- [Place an Ad](#)
- [RSS](#)
- [Contact Us](#)
- [Advertise](#)
- [Code of Ethics](#)
- [About The Star](#)
- [Star Speakers Bureau](#)
- [Star Tours](#)
- [The Kansas City Store](#)

This fall, Kansas City Mayor Kay Barnes appointed a climate change steering committee, of which Downey is a member, and asked Dennis Murphey, the city's chief environmental officer, to oversee it. Murphey, in turn, appointed four work groups:

- **The Energy Work Group** will focus on how to reduce energy consumption in buildings. Half of the greenhouse gases produced in the United States comes from buildings, Murphey said. In addition, this group will determine how to transition to sources that don't produce greenhouse gases, such as solar and wind energy.
- **The Transportation Work Group** will focus on how to reduce the consumption of fuel in transportation and how to transition to the use of alternative fuels that generate less greenhouse gases. In addition, this group will determine how to promote alternative forms of transportation, such as mass transit or pedestrian opportunities.
- **The Policy & Outreach Work Group** will focus on how to do more public outreach and education campaigns to teach individuals how to reduce greenhouse gases. It also will look at different aspects of goals the city wants to achieve, including a more aggressive energy and construction code and building permits that would include incentives for private builders to build green. In addition, this group will look at ways to integrate federal and state policies as well as the need for new ordinances and state laws to achieve the city's goals.
- **The Carbon Offsets and Waste Management Work Group** will focus on how to capture greenhouse gases and ways to reduce waste in three areas — residential, commercial, and construction and demolition.

At the first meeting of the steering committee, Murphey explained how critical the global warming situation is. Murphey said that the atmospheric concentrations of carbon dioxide, a major greenhouse gas, have been dramatically higher in the last two centuries than they have been in the last 400,000 years. The amounts of greenhouse gases are reaching a tipping point.

"Left unchecked, the effects of global warming are going to be catastrophic for the 6-plus billion people that live on the earth," Murphey said. "What we have done is significantly disrupted normal carbon cycle in the environment."

Over the last two centuries, humankind has taken huge deposits of coal, oil and natural gas containing carbon dioxide, brought it to the surface and burned it as fuel to drive the economy, Murphey said.

The burning fuels released huge amounts of carbon dioxide into the atmosphere.

Many of the effects of climate change are seen in more severe storms, such as hurricanes, droughts, dramatic reductions in snowpacks that provide drinking water, and shrinking polar caps that are raising sea levels, scientists say.

Indeed, last week the U.S. Department of the Interior announced that it is proposing that the polar bear be listed as a threatened species under the Endangered Species Act because where it makes its home, the ice caps, is melting.

Even Missouri and Kansas are experiencing changes, including warmer winters and more severe summer storms. Birds that used to migrate south for the winter are now staying here year round because of the milder winters. Plants that used to only grow in the South are surviving the area's winters.

**THE DAY IN PHOTOS**



» Today's photos

» Photo Gallery

Researchers also are blaming global warming for the drought in the north that has reduced the levels of water in the Missouri River.

That has resulted in record low river levels here in Kansas City and raised concerns about our drinking water and power plant operations.

While no deep public discussions have taken place about how much to reduce greenhouse gases, the number being bandied about in committee meetings is to roll back levels of pollutants to the year 2000 by the year 2020.

That compares to the city of Portland's plan for a 10 percent reduction below 1990 emissions by the year 2010. The U.S. Mayors Climate Protection Agreement has recommended a 7 percent cut from 1990 levels by 2012.

By April, Murphey hopes to have a Phase I report to the City Council that would show some ways to jumpstart the program.

A final plan that would have to be approved by the City Council would come within a year. But that plan would always be a working document, he said.

"This is never going to be a static document because things are changing because of state and federal laws," Murphey said. "There also is a lot of interest at the federal level that wasn't there (before the elections in November)."

Murphey said the first step was to get a baseline inventory of toxic releases from Kansas City businesses finished in order to give the groups data about the amount of pollution released into the atmosphere each year.

In addition, his staff is gathering plans that other cities have implemented so they don't have to "reinvent the wheel."

John Ware, an architect who is on one of the work groups and on the city's environmental management commission, said the effect of their work will be felt for decades.

"This effort will define our time," he said.

## **COMING UP**

**Here's a look at what's ahead for:**

### **Work Group meetings**

**Jan. 16 and Feb. 6:** Working on recommendations.

**March 3:** Working on presentations of recommendations.

### **Steering Committee meetings**

**Jan. 19:** Presentation of baseline inventory of toxic releases and discussion of greenhouse gas reduction goals.

**March 15:** Work groups will make presentations of recommendations.

**March 23:** Final work on Phase I report, which is scheduled to be presented to the mayor and city council in early April.

**For more information about the meetings, call the city's office of environmental management at (816) 513-3459.**

**The teams and the players:**

**A look at who is helping with KC's efforts against global warming**

**Kansas City Climate Protection Plan Steering Committee**

**•Chair:** Joanne Collins, former Kansas City council member, past chair of Mid-America Regional Council's Air Quality Forum, and former member of Missouri Air Conservation Commission.

**•Members:** J.C. Alonzo, Kansas City Environmental Management Commission; Bob Berkebile, Kansas City American Institute of Architects, U.S. Green Building Council; Scott Burnett, 1st District member of the Jackson County Legislature; Bill Downey, president and chief executive officer of Kansas City Power & Light; Dee Evans, president of Beacon Hill Neighborhood Association; Pete Levi, president of the Greater Kansas City Chamber of Commerce; Bob Mann, founding director of Bridging the Gap; Frank Pogge, director of Kansas City Water Services Department; David Warm, executive director of the Mid-America Regional Council; Bridgette Williams, executive director of Heart of America Labor Council, Greater Kansas City AFL-CIO.

**The teams and the players**

**Here's a look at who is helping with Kansas City's efforts against global warming.**

**Kansas City Climate Protection Plan Steering Committee**

**Chair:** Joanne Collins, former Kansas City council member, past chair of Mid-America Regional Council's Air Quality Forum, and former member of Missouri Air Conservation Commission.

**Members:**

**•J.C. Alonzo, Kansas City Environmental Management Commission •Bob Berkebile, Kansas City American Institute of Architects, U.S. Green Building Council •Scott Burnett, 1st District Member of the Jackson County Legislature •Bill Downey, president and chief executive officer of Kansas City Power & Light •Dee Evans, president of Beacon Hill Neighborhood Association •Pete Levi, president of the Greater Kansas City Chamber of Commerce •Bob Mann, founding director of Bridging the Gap •Frank Pogge, director of Kansas City Water Services Department •David Warm, executive director of the Mid-America Regional Council •Bridgette Williams, executive director of Heart of America Labor Council, Greater Kansas City AFL-CIO**

**Kansas City Climate Protection Plan Work Groups**

**Transportation:** Phelps Murdock, chair, and Kate Barsotti, facilitator

**Members:**

•Sam Swearngin, co-chair of Clean Cities Coalition •Mark Huffer, KCATA General Manager •Brent Hugh, executive director of Missouri Bike Federation •Deb Ridgway, Bridging the Gap, clean commute program coordinator •Tony Reinhart, Ford Motor Co., Regional Director of Government Relations •Greg Lever, Regional Transit Alliance, Executive Director •Ron McLinden, Sierra Club •Mell Henderson, MARC Director of Transportation •James Glavin IV, President, Energy Awareness Group, University of Missouri-Kansas City •Marge Gasnick, MARC RideShare Manager •Stephen Hopkins, Kansas City Environmental Management Commission •Patty Hilderbrand, Kansas City Public Works Department, Program Management and Development •Tom Swenson, TranSystems Corp., principal •John McClernon, Jackson County Public Works Department •Lou Steele, chair of an earlier Kansas City Energy Task Force •Dave Brown, Honeywell •Amy Bhesania, U.S. EPA Region 7

**Energy:** Bob Jackson, chair, and Lynn Hinkle, facilitator

Members:

•Roger Starnes, Midwest Research Institute, group vice president of strategic and emerging program development •Sue Nathan, Kansas City Power & Light, manager, marketing and product management, energy solutions •Bob Housh, Metropolitan Energy Center, executive director •Vic Edwards, Johnson Controls Inc. •Jenny Bloomfield, J.E. Dunn Construction •James Joerke, MARC, Air Quality Manager •Rick Robson, Hallmark

•Brian Ball, Kansas City Chapter AIA and Gastinger Walker Harden Architects •Ryan Evans, US Green Building Council •Michael Fuhrman, Schutte Lumber Co., vice president •John Ware, Kansas City Environmental Management Commission •Jenny Harriman/Charles Harris, Kansas City's Capital Improvement Management Office •Robert Rives, Kansas City Facilities Management •Susan Brown, proponent of renewable energy •Bruce Palmer, Jackson County, Director of Facilities Management Department •Mark Lawlor, renewable energy attorney •Michelle Eis, U.S. EPA Region 7 Energy Coordinator •Craig Bernstein, U.S. EPA Region 7, ENERGY STAR program manager •Robert Painter, Missouri Department of Natural Resources, the Discovery Center, energy specialist

**Carbon Offsets and Waste Management**

•Jamie Frazier, chair, and David Dods, facilitator

Members:

Patti Banks, Patti Banks, Associates, landscape architect •Helene Miller, urban forester, Missouri Department of Conservation, Discovery Center •Suzy Latare, Heartland Tree Alliance, Bridging The Gap •Lisa Danbury, MARC, solid waste management district planner •Rich Enfield, Kansas City Parks and Recreation •Michael Shaw, Kansas City Public Works, solid waste manager •Larry Falkin, Jackson County Parks Department, deputy director •Joan Steurer, MARC air quality planner •Ann Simpson, garden designer •Marty Kraft, Kansas City Environmental Management Commission •Paul Ling, KCP&L, environmental manager •Katie Grotegut, former Kansas City Office of Environmental Quality intern •John Almeida, Turner Construction •Meagan Stach, Batliner Paperstock •Kate Corwin, founder/president of a small manufacturing company and former contractor for nonprofit program •David Flora, U.S. EPA Region 7, Solid Waste Program Manager

**Policy and Outreach**

•Tom Jacobs, chair, and Janet Baker, facilitator

**Members:**

•Donovan Mouton, One Economy Corp., program director, Kansas City region •Jim Sheppard, UMKC faculty member •Mark Trosen, Jackson County Public Works Department •Laura Klover, Bridging The Gap, director of programs •Dave Mecklenburg, Kiwanis •John Fish Kurmann •Margaret May, Ivanhoe Neighborhood Association •Carol Adams, Kansas City Environmental Management Commission •Kristi Wyatt, Kansas City Chamber of Commerce, vice president •Scott Cahail, Kansas City Water Services •Deb Smith, Kansas City Planning and Development Department, principal urban designer •Tom Neff, Kansas City Planning and Development Department, HUD project environmental review staff •Kelvin Simmons, former chair of Missouri Public Service Commission, former City Council member •Dustin Jensen, UMKC student, Metropolitan Energy Center staff •Teresa Edens, Hickman Mills School Board, vice president •Terry Wiggins, Sustainable Sanctuary Coalition •Chet McLaughlin, U.S. EPA Region 7, environmental engineer

Note: U.S. EPA Region 7 staff will serve as non-voting members of the work groups, assisting as technical resources to the work groups.

To reach individuals, call the city's office of environmental management at (816) 513-3459.

## **Who's Helping**

### **Kansas City Climate Protection Plan Work Groups**

**Transportation:** Phelps Murdock, chair, and Kate Barsotti, facilitator.

Members: Sam Swearngin, co-chair of Clean Cities Coalition; Mark Huffer, KCATA general manager; Brent Hugh, executive director of Missouri Bike Federation; Deb Ridgway, Bridging the Gap, clean commute program coordinator; Tony Reinhart, Ford Motor Co., regional director of government relations; Greg Lever, Regional Transit Alliance, executive director; Ron McLinden, Sierra Club; Mell Henderson, MARC director of transportation; James Glavin IV, president, Energy Awareness Group, University of Missouri-Kansas City; Marge Gasnick, MARC RideShare manager; Stephen Hopkins, Kansas City Environmental Management Commission; Patty Hilderbrand, Kansas City Public Works Department, Program Management and Development; Tom Swenson, TranSystems Corp., principal; John McClernon, Jackson County Public Works Department; Lou Steele, chair of an earlier Kansas City Energy Task Force; Dave Brown, Honeywell, and Amy Bhesania, U.S. EPA Region 7.

**Energy:** Bob Jackson, chair, and Lynn Hinkle, facilitator.

Members: Roger Starnes, Midwest Research Institute, group vice president of strategic and emerging program development; Sue Nathan, Kansas City Power & Light, manager, marketing and product management, energy solutions; Bob Housh, Metropolitan Energy Center, executive director; Vic Edwards, Johnson Controls Inc.; Jenny Bloomfield, J.E. Dunn Construction; James Joerke, MARC, air quality manager; Rick Robson, Hallmark; Brian Ball, Kansas City Chapter AIA and Gasting Walker Harden Architects; Ryan Evans, US Green Building Council; Michael Fuhrman, Schutte Lumber Co., vice president; John Ware, Kansas City Environmental Management Commission; Jenny

Harriman/Charles Harris, Kansas City's Capital Improvement Management Office; Robert Rives, Kansas City Facilities Management; Susan Brown, proponent of renewable energy; Bruce Palmer, Jackson County, director of facilities management department; Mark Lawlor, renewable energy attorney; Michelle Eis, U.S. EPA Region 7 energy coordinator; Craig Bernstein, U.S.EPA Region 7, ENERGY STAR program manager; and Robert Painter, Missouri Department of Natural Resources, the Discovery Center, energy specialist.

**Carbon Offsets and Waste Management:** Jamie Frazier, chair, and David Dods, facilitator.

Members: Patti Banks, Patti Banks, Associates, landscape architect; Helene Miller, urban forester, Missouri Department of Conservation, Discovery Center; Suzy Latare, Heartland Tree Alliance, Bridging The Gap; Lisa Danbury, MARC, solid waste management district planner; Rich Enfield, Kansas City Parks and Recreation; Michael Shaw, Kansas City Public Works, solid waste manager; Larry Falkin, Jackson County Parks Department, deputy director; Joan Steurer, MARC air quality planner; Ann Simpson, garden designer; Marty Kraft, Kansas City Environmental Management Commission; Paul Ling, KCP&L, environmental manager; Katie Grotegut, former Kansas City Office of Environmental Quality intern; John Almeida, Turner Construction; Meagan Stach, Batliner Paperstock; Kate Corwin, founder/president of a small manufacturing company and former contractor for non-profit program and David Flora, U.S.EPA Region 7, Solid Waste Program Manager

**Policy and Outreach:** Tom Jacobs, chair, and Janet Baker, facilitator.

Members: Donovan Mouton, One Economy Corp., program director, Kansas City region; Jim Sheppard, UMKC faculty member; Mark Trosen, Jackson County Public Works Department; Laura Klover, Bridging The Gap, director of programs; Dave Mecklenburg, Kiwanis; John Fish Kurmann; Margaret May, Ivanhoe Neighborhood Association; Carol Adams, Kansas City Environmental Management Commission; Kristi Wyatt, Kansas City Chamber of Commerce, vice president; Scott Cahall, Kansas City Water Services; Deb Smith, Kansas City Planning and Development Department, principal urban designer; Tom Neff, Kansas City Planning and Development Department, HUD project environmental review staff ; Kelvin Simmons, former chair of Missouri Public Service Commission, former City Council member; Dustin Jensen, UMKC student, Metropolitan Energy Center staff, Teresa Edens, Hickman Mills School Board, vice president; Terry Wiggins, Sustainable Sanctuary Coalition; and Chet McLaughlin, U.S. EPA Region 7, environmental engineer.

### **Defining the goals**

**In December, each work group was given the following question: What are the three most important measures we must implement in Kansas City to reduce greenhouse gas emissions by 2020?**

**The groups were then asked to categorize those measures into three categories: easily obtainable, critical but long term or needs more information.**

**Some of those recommendations included:**

- Conserve energy in buildings

- Enforce Kansas City's green building ordinance
- Promote green building practices in private development through city regulatory and tax incentives
- Offer TIF funding only to projects that embody sustainable building/land use standards
- Foster citywide green infrastructure policies, plans and projects
- Implement wind energy
- Expand energy education and awareness program
- Hold monthly neighborhood meetings to inform residents of things they can do
- Require a home performance disclosure when a home is listed for sale
- Develop incentives for energy conservation
- Provide incentives for utilities to sell less energy and help customers reduce energy use
- Lobby for state policies that transform energy utilities into energy service
- Provide tax incentives for purchase of smaller, fuel-efficient cars or hybrid or alternative vehicles
- Expand car pool clubs
- Make parking more expensive
- Pay people not to drive to work
- Tax incentives for living close to work
- Expand current bus service
- Develop regional public transportation system
- Implement a multimodal transportation system that includes light rail, bus rapid transit, bikes, pedestrian and reduced parking
- Help schools develop biking-to-school and walking-to-school programs

To reach Karen Dillon, call (816) 234-4430 or send e-mail to [kdillon@kcstar.com](mailto:kdillon@kcstar.com)





**Ads by Google**

**Lipo Dissolve in KC**

Non-Surgical Fat Dissolution System Schedule a Free Consultation Today  
[www.LipoDissolve.com](http://www.LipoDissolve.com)

**Kansas Ringtone**

Send this ringtone to your phone right now!  
[RingRingMobile.com](http://RingRingMobile.com)

**Energy Expo 2006**

Conference, Workshops & Expo Washington, DC  
[www.energycongress.com](http://www.energycongress.com)

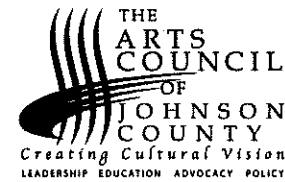


Visit other Real Cities sites

[News](#) | [Business](#) | [Sports](#) | [Entertainment](#) | [Living/FYI](#) | [Shop Local](#) | [Classifieds](#) | [Jobs](#) | [C](#)  
[About KansasCity.com](#) | [About the Real Cities Network](#) | [Terms of Use & Privacy Statement](#) | [Copyright](#) | [A](#)

**ArtsCongress**  
arts access in the suburbs.

SPONSORED BY:



The Arts Council of Johnson County, Carlsen Center  
and Nerman Museum of Contemporary Art

## INVITE YOU TO ATTEND AND PARTICIPATE!

**Quality of life is a major factor in attracting and retaining people and businesses!**

**What does it mean to businesses and to individuals to have access to the arts?**

- How important are world-class museums and performing arts facilities and where should they be located to best serve business and individual needs?
- Is public art an integral component of a national arts profile?
- How important is it to have arts events and facilities close to home?
- What is the demand for arts education in our schools and beyond?

**Join us Tuesday, January 23** to learn more about the answers to these questions, help us define what type of community we aspire to be and to contribute to one of three arts action planning sessions on Access, Public Art or Facilities. Participants will also have opportunity to respond to funding panel members as they discuss funding plans from the three arts action planning sessions.

**Tuesday, January 23, 2006 | 1:00 p.m. – 5:30 p.m.**  
**Polsky Theatre, Carlsen Center, JCCC**

**Join Us and Take Part!**

- Breakout Sessions on Access, Facilities and Public Art.
- General Session on Funding.

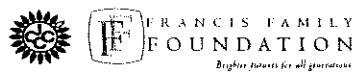
**Funding Panelists:**

T. Nelson Mann - *Stinson Morrison Hecker*  
Joan Israelite - *President and CEO, Arts Council of Metropolitan Kansas City*  
Chairman Annabeth Surbaugh - *Johnson County Board of County Commissioners*  
Mayor Michael Boehm - *City of Lenexa, Kansas*  
Whitney Gee - *Director of Community Investment, Greater Kansas City Community Foundation*

**Panel Moderator:**

Larry Meeker - *President, Kansas City Jewish Museum and Past President, Arts Council*

114



Major funding for the Arts Congress comes from the Francis Family Foundation, Johnson County Government, the Kansas Arts Commission, the National Endowment for the Arts, Johnson County Community College

# ArtsCongress

arts access in the suburbs.

SPONSORED BY:



The Arts Council of Johnson County, Carlsen Center  
and Nerman Museum of Contemporary Art

## INVITE YOU TO ATTEND AND PARTICIPATE!

### who should attend:

- Business leaders whose success depends on hiring a diverse and talented workforce
- Economic development and chamber of commerce leaders
- Public officials and public employees who chart the course of our communities
- Education leaders
- Cultural leaders, including artists
- Individual arts supporters

### when:

Tuesday, January 23, 2006  
1:00 p.m. - 5:30 p.m.  
Reception following

### where:

Polsky Theatre, Carlsen Center, JCCC  
12345 College Blvd.



No Admission Fee. To reserve a ticket and select two options for one of the action plan sessions, visit [www.artsnoboundaries.org](http://www.artsnoboundaries.org) for online registration, or call 913.345.2720 / email [artsjoco@sbcglobal.net](mailto:artsjoco@sbcglobal.net).

**Reduced Membership Offer!** All Arts Congress participants are invited to join The Arts Council of Johnson County for only \$10. For more information visit [www.artsnoboundaries.org](http://www.artsnoboundaries.org).

Parking: Galileo Garden Parking Garage, south end of the campus. Go to [www.artsnoboundaries.org](http://www.artsnoboundaries.org) for more parking details and directions to the Carlsen Center.

# NOTEWORTHY

January, 2007

## JANUARY BIRTHDAYS & ANNIVERSARIES

### *Birthday Wishes to...*

|                 |                   |       |
|-----------------|-------------------|-------|
| Douglas Luther  | Asst. City Admin. | 01/02 |
| Wesley Lovett   | Police            | 01/02 |
| Debra Templeton | Public Works      | 01/05 |
| Jeanne Koontz   | Adm. Sup. Spec.   | 01/08 |
| Brady Sullivan  | Police            | 01/12 |
| Mike Helms      | Field Supt.       | 01/18 |
| Jeremy Johnson  | Police Officer    | 01/18 |
| Jennifer Wright | Office Manager    | 01/19 |
| William Baldwin | Police            | 01/24 |
| Susan Glenn     | Police            | 01/31 |

### Welcome . . .

Jeremy Johnson who started January 3<sup>rd</sup> as an officer in the Police Department.

**Offices Closed Jan. 15<sup>th</sup> in observance of Martin Luther King, Jr. Day.**

### **Reminder**

The **Employee Appreciation Dinner** is at the New Theatre Restaurant on February 9<sup>th</sup>. If you responded, you will be receiving tickets and a packet of information the week of January 29<sup>th</sup>. If you have any questions please contact Jeanne Koontz at x4207 or [jkoontz@pvkansas.com](mailto:jkoontz@pvkansas.com).

### *We appreciate your years of service...*

|                      |               |         |
|----------------------|---------------|---------|
| Daniel Robles        | Police        | 19 yrs. |
| Troy Johnson         | Police        | 13 yrs. |
| Timothy Schwartzkopf | Police        | 13 yrs. |
| Richard Bohon        | Police        | 8 yrs.  |
| Elmer Zavala         | Public Works  | 7 yrs.  |
| Joel Colletti        | Police        | 6 yrs.  |
| Barbara Hunter       | Court         | 6 yrs.  |
| Stephen Steck        | Police        | 6 yrs.  |
| Ivan Washington      | Police        | 5 yrs.  |
| Eric McCullough      | Police        | 4 yrs.  |
| Michael Moore        | Court Bail.   | 4 yrs.  |
| Lorri Vanderport     | Police        | 4 yrs.  |
| Charles Wetzler      | City Attorney | 4 yrs.  |
| Dawn Johnson         | Police        | 3 yrs.  |
| Brady Sullivan       | Police        | 3 yrs.  |
| Cody Stech           | Police        | 2 yrs.  |
| John Olson           | Police        | 1 yr.   |
| Daniel Sachen        | Police        | 1 yr.   |

### News from City Council

#### **Personnel Policy Updates**

The City Council approved updates to the Civil Leave policy, adopted a Cellular Phone Policy and approved the new salary ranges. For more information please contact your supervisor or Nic Sanders.

**HAPPY NEW YEAR**

# Alzheimer's Disease

You're in a parking lot and have no idea where your car is. You pick up the phone and can't remember whom you were going to call. We all forget things. And, it may seem to happen more as we age. For some, it's simply forgetfulness. For others, it may be Alzheimer's—a progressive, degenerative disease. Alzheimer's attacks brain tissues, impairing memory, thinking and behavior. It's most common in older adults. And, it's slightly more common in women than in men.

## Symptoms include:

- Loss of memory and intellectual function.
- **Difficulty using language. Finding the right words to complete your sentences might be a struggle.**
- **Mood changes. People may experience depression as daily life becomes more challenging.**
- **Decreased ability to move purposefully.**
- **Difficulty using common objects.**
- **Confusion, disorientation and memory loss.**

See your doctor if you're concerned about yourself or a loved one. Current medications can provide symptomatic relief. And, experimental drugs are promising. However, there's no proven cure, prevention or treatment. Living with this disease can be frightening. As with any illness, it's often difficult to let go of independence and get the help you or a loved one needs.

## Be sure to report any symptoms to your doctor, especially if these complications occur:

- **Increased infections**
- **Incontinence**
- **Inability to care for oneself**
- **Bedsores caused by immobility**
- **Broken bones caused by falls—*This is an emergency. Seek help immediately!***

If you or a loved one is dealing with Alzheimer's, remember that you're not alone. There are many valuable resources including:

**The Alzheimer's Association.** Get general support and care information. Call 1-800-272-3900 to contact your local chapter, or visit their Web site at [www.alz.org](http://www.alz.org).

**Safe Return Program.** Registering with Safe Return helps you locate missing family members in the event they become lost and disoriented. Call 1-888-572-8566.

**AARP.** Join support groups and obtain information about financing long-term care through various kinds of insurance. Call 1-800-424-3410, or visit their Web site at [www.aarp.org](http://www.aarp.org).

**With myuhc.com® you can access an array of information on health topics including Alzheimer's. And remember, Care24 is available 24 hours every day. Nurses can answer questions about Alzheimer's and many other health issues.**

**Care24 1-888-887-4114**

TDD/TTY callers, please call the National Relay Center  
at 1-800-855-2880 and ask for 1-888-887-4114.

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

**Council Members  
Mark Your Calendars  
January 16, 2007**

|  |   |
|--|---|
| <b>January 2007</b><br>January 25  | Rebecca Darrah watercolor on cloth exhibit in the R.G. Endres Gallery<br>City Hall Day at the Capitol   |
| <b>February 2007</b><br>February 3<br>February 5<br>February 9<br>February 9<br>February 15<br><br>February 19<br>February 20(Tuesday) | Ted DeFeo photography exhibit in the R.G. Endres Gallery<br>Chief Grover's retirement reception – Homestead Country Club<br>City Council Meeting<br>Employee Appreciation Dinner at New Theater<br>Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.<br>NE Johnson County Chamber of Commerce lunch – State of the Cities at the Overland Park Marriott – each member Mayor will make a presentation<br>City offices closed in observance of President's Day<br>City Council Meeting |
| <b>March 2007</b><br>March 5<br>March 9<br>March 10-14<br>March 19   | A. J. Weber mixed media exhibit in the R. G. Endres Gallery<br>City Council Meeting<br>Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.<br>NLC Congressional Conference in Washington D.C.<br>City Council Meeting  |
| <b>April 2007</b><br>April 2<br>April 13<br>April 16   | Kay Trieb photography exhibit in the R. G. Endres Gallery<br>City Council Meeting<br>Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.<br>City Council Meeting   |
| <b>May 2007</b><br>May 7<br>May 11<br>May 21<br>May 28   | David Payne oils exhibit in the R. G. Endres Gallery<br>City Council Meeting<br>Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.<br>City Council Meeting<br>City offices closed in observance of Memorial Day   |
| <b>June 2007</b><br>June 4<br>June 8<br>June 18  | Jack O'Hara watercolors exhibit in the R. G. Endres Gallery<br>City Council Meeting<br>Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.<br>City Council Meeting   |
| <b>July 2007</b><br>July 2<br>July 4<br>July 13<br>July 16   | Senior Arts Council mixed media exhibit in the R. G. Endres Gallery<br>City Council Meeting<br>City offices closed in observance of Independence Day<br>Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.<br>City Council Meeting  |
| <b>August 2007</b><br>August 6<br>August 10<br>August 20<br>August 23  | Shawn Bohs photography exhibit in the R. G. Endres Gallery<br>City Council Meeting<br>Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.<br>City Council Meeting<br>Shawnee Mission Education Foundation 15 <sup>th</sup> 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

**ANIMAL CONTROL COMMITTEE**

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

**COMMUNICATIONS COMMITTEE**

COM2000-01 Consider redesign of City flag (assigned 7/25/2000)  
COM2000-02 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for 1<sup>st</sup> Quarter 2001)  
COM2000-04 Consider the installation of marquees banners at City Hall to announce upcoming civic events (assigned Strategic Plan for 1<sup>st</sup> Quarter of 2001)

**COUNCIL COMMITTEE**

COU99-13 Consider Property Audits (assigned 4/12/99)  
COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4<sup>th</sup> Quarter 2001)  
COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)  
COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)  
COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)  
COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)  
COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)  
COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)  
COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)  
COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)  
COU2005-19 Consider term limits for elected officials and committees (assigned 9/6/2005)  
COU2005-21 Develop a policy for use of Fund Balance (assigned 9/6/2005)  
COU2005-22 Consider Council mentoring program (assigned 9/6/2005)  
COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)  
COU2005-44 Consider YMCA Partnership (assigned 12/14/2005)  
COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006) - returned to Planning Commission  
COU2006-05 Consider Committee Structure (assigned 4/25/2006)  
COU2006-20 Consider Project 191020: Colonial Pedestrian Bridge Replacement (assigned 8/1/2006)  
COU2006-26 Consider Project 190862: 75<sup>th</sup> Street from Nall Avenue to Mission Road (CARS) (assigned 8/28/2006)  
COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement (assigned 8/28/2006)  
COU2006-33 Consider Lease of Public Works from Highwoods Properties, Inc. (assigned 8/29/2006)  
COU2006-38 Consider Park & Recreation Committee Report (assigned 09/27/2006)  
COU2006-43 Consider 2005 Traffic Safety Report (10/12/2006)  
COU2006-44 Consider 2007-2008 Consultant Selection ( assigned 11/2/2006)  
COU2006-45 Consider Infrastructure Manual: Driveway - Requirements, Standards, Practices (assigned 11/2/2006)  
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)



## **COMMITTEE AGENDA**

January 16, 2007

- COU2006-57 Consider Renewal of Special Use Permit at 7700 Mission Road (assigned 12/7/2006)  
COU2006-58 Consider amendments to Personnel Policy 1065 - Deferred Compensation Plan (assigned 12/28/2006)
- COU2007-01 Consider Home Improvement Loan Program (assigned 12/28/2006)  
COU2007-02 Consider Reducing the size of the Council (assigned 1/8/2007)  
COU2007-03 Consider cooperative agreement for establishment and maintenance of ALERT/ETAC (assigned 1/9/2007)  
COU2007-04 Consider Rescinding Council Policy #340-Police Reserve Unit (assigned 1/11/2007)  
COU2007-05 Consider Decrease in Rate charged for Off-Duty Contractual Employment of Police Officers (assigned 1/11/2007)  
COU2007-06 Consider Video Service Provider Agreement with AT&T (assigned 1/11/2007)  
COU2007-07 Consider Prairie Village Legislative Program for 2007 (assigned 1/11/2007)  
COU2007-08 Consider Budget Goals and Guidelines for 2008 (assigned 1/11/2007)  
COU2007-09 Consider Fee for Electronic Documents (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)

### **LEGISLATIVE/FINANCE COMMITTEE**

- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and where appropriate (assigned Strategic Plan for 1<sup>st</sup> Quarter of 2001)  
LEG2003-12 Consider Resident survey - choices in services and service levels, redevelopment (assigned 8/7/2003)  
LEG2004-31 Consider Lease of Park Land to Cingular Wireless (assigned 8/31/2004)  
LEG2005-49 Consider Building Permit and Plan Review Fees (assigned 12/21/2005)

### **PARKS AND RECREATION COMMITTEE**

- PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)

### **PLANNING COMMISSION**

- PC2000-01 Consider the inclusion of mixed-use developments in the City and create guidelines criteria and zoning regulations for their location and development (assigned Strategic Plan)  
PC2000-02 Consider Meadowbrook Country Club as a golf course or public open space - Do not permit redevelopment for non-recreational uses (assigned Strategic Plan 2<sup>nd</sup> Qtr 2001)  
COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006)

### **POLICY/SERVICES**

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)  
POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)  
POL2005-03 Consider Project 190850: Reeds Street - 69<sup>th</sup> to 71<sup>st</sup> St. (assigned 1/31/2005)  
POL2005-04 Consider Project 190809: 75<sup>th</sup> Street and State Line Road (assigned 2/1/2005)  
POL2005-21 Consider Project 190851: 2006 Paving Program Sidewalks (assigned 8/30/05)  
POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005)  
POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program  
POL2006-09 Consider Project 190849: Roe Avenue - 91<sup>st</sup> to 95<sup>th</sup> (assigned 4/25/2006)  
POL2006-10 Consider Project 190858: 2006 Crack/Slurry/Microsurfacing Program (assigned 3/2/2006)  
POL2006-11 Consider Project 191014: 2006 Concrete Repair Program (assigned 3/2/2006)  
POL2006-12 Consider Project 190856: 95<sup>th</sup> Street - Mission to Nall (assigned 4/25/2006)  
POL2006-13 Consider Project 190851: 2006 Paving Program ( assigned 4/25/2006)

PRAIRIE VILLAGE ARTS COUNCIL

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