

City Council Meeting

November 20, 2006

7:30 p.m.



Dinner will be provided by:
Dragon Inn

Chicken with cashew nuts
Shrimp and seasonal vegetables
Spicy shredded beef, Szechuan style
Sweet and sour pork
Steamed vegetables

COUNCIL COMMITTEE

November 20, 2006

COUNCIL CHAMBER

6:00 P.M.

AGENDA

DAVID BELZ

CONSENT AGENDA

**COU2006-47 Consider Renewal of Special Use Permit for Wireless
Communication Antenna at 7321 Mission Road**

NEW BUSINESS

**COU2006-49 Consider Briar Street Sidewalk Petition
Bob Pryzby**

**COU2006-17 Consider Compensation and Benefits Project 2006
Final Report
Steve Stein representing FBD Consulting**

**COU2006-40 Consider Agreement with Shawnee Mission School
District for School Resource Officer
Chief Charles Grover**

COU2006-47 Consider renewal of Special Use Permit for Communications Antenna at 7321 Mission Road

Issue:
Should the Council renew a Special Use Permit for wireless communications antenna and equipment at 7321 Mission Road?

Background:

In 2001, the City Council adopted an ordinance approving a Special Use Permit for wireless communication antennas to be attached to the steeple of St. Ann's Church at 7321 Mission Road for a period of five years. This permit for Nextel has expired and the applicants are requesting renewal of the special use permit for the installation of communication antennas and equipment. The installation includes antennas from both Sprint and Nextel.

A public hearing was held before the Planning Commission on Tuesday, November 7, 2006 with no members of the public in attendance. A copy of the application and the minutes of the Planning Commission meeting on this application are attached.

The Planning Commission reconfirmed that its findings on the initial application approved in 2001 and recommend that the City Council adopt an Ordinance renewing the Special Use Permit subject to the following conditions:

1. That the renewal of the special use permit be for a maximum of ten years. At the end of the ten-year period, and any subsequent 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. That all equipment cabinets and wiring shall be contained within the building and steeple.
3. That the antennas shall be painted a color that blends with the brick on the Church so that their visibility is minimized.
4. That the applicant shall not prevent other users from co-locating on the building.
5. That any permit granted which is found to be in non-compliance with the terms of the special use permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If the special use permit becomes null and void, the applicant will remove the antennas, equipment cabinets, and all other appurtenances and shall restore the site to its original condition within 30 days.
6. That the applicant shall comply with all local, state and federal regulations.
7. That in the event that the leaseholder abandons the facility and fails to remove the installation; the landowners shall remove it within 30 days.
8. That the applicant shall submit a letter from a structural engineer licensed in the State of Kansas, stating that the antenna installation has not caused any adverse affect to the structure of the steeple.
9. That the applicant shall submit a copy of the lease agreement to the City.
10. That the site plan submitted with the original application shall be reincorporated as a part of the approval of this request.

Recommendation:

Adopt an ordinance renewing the special use permit for the installation of a wireless communication antenna and equipment at 7321 Mission Road subject to the conditions established by the Planning Commission.

ORDINANCE _____

AN ORDINANCE APPROVING THE RENEWAL OF A SPECIAL USE PERMIT FOR THE INSTALLATION OF WIRELESS COMMUNICATIONS ANTENNA AND EQUIPMENT TO ST. ANN'S CHURCH FOR USE BY NEXTEL COMMUNICATIONS ON THE PROPERTY DESCRIBED AS FOLLOWS: 7231 MISSION ROAD, PRAIRIE VILLAGE, KANSAS.

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

Section I. Planning Commission Recommendation. At its regular meeting on November 7, 2006, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the City Council approve the renewal of a Special Use Permit for the wireless communications antenna installation on the steeple of St. Ann's Church at 7231 Mission Road with related equipment to be placed inside the building, subject to ten specific conditions contained in the minutes of the Planning Commission for that date.

Section II. Findings of the Governing Body. The Governing Body concurred with the findings of fact of the Planning Commission as contained in the minutes of the Planning Commission meeting of November 7, 2006, relating to the application for the renewal of a Special Use Permit, docketed as PC2006-11 and approved the Special Use Permit renewal for St. Ann's Church for use by Nextel Communications subject to the following conditions:

- 1) That the renewal of the special use permit be for a maximum of ten years. At the end of the ten-year period, and any subsequent 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 additional years and new conditions may be required.
- 2) That all equipment cabinets and wiring shall be contained within the building and steeple.
- 3) That the antennas shall be painted a color that blends with the brick on the Church so that their visibility is minimized.
- 4) That the applicant shall not prevent other users from co-locating on the building.
- 5) That any permit granted which is found to be in non-compliance with the terms of the special use permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If the special use permit becomes null and void, the applicant will remove the antennas, equipment cabinets, and all other appurtenances and shall restore the site to its original condition within 30 days.
- 6) That the applicant shall comply with all local, state and federal regulations.
- 7) That in the event that the leaseholder abandons the facility and fails to remove the installation; the landowners shall remove it within 30 days.
- 8) That the applicant shall submit a letter from a structural engineer licensed in the State of Kansas, stating that the antenna installation has not caused any adverse affect to the structure of the steeple.
- 9) That the applicant shall submit a copy of the lease agreement to the City.
- 10) That the site plan submitted with the original application shall be reincorporated as a part of the approval of this request.

Section III. Granting of Special Use Permit. Be it therefore ordained that the City of Prairie Village grant a Special Use Permit to St. Ann's Church for use by Nextel Communications for the installation wireless communications antennas on the steeple of the church at 7231 Mission Road, Prairie Village, Kansas with related equipment to be placed inside the building, subject to the specific conditions listed above.

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

PASSED AND ADOPTED THIS ____ DAY OF NOVEMBER, 2006.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer., Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Charles E. Wetziq, City Attorney

Excerpts from
PLANNING COMMISSION MINUTES
MEETING OF NOVEMBER 7, 2006

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 7, 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, Marc Russell, Nancy Vennard and Bob Lindeblad.

**PC2006-11 Renewal of Special Use Permit for Communication Antenna and Equipment Installation at 7321 Mission Road
Applicant: Curtis Holland for Sprint/Nextel**

Curtis Holland, representing Sprint/Nextel and St. Ann's Church, addressed the Commission requesting the renewal of the Special Use Permit for Communication Antenna and Equipment currently installed at 7321 Mission Road. There are two sets of antenna included in the installation - one for Sprint and one for Nextel. Mr. Holland noted although the companies have merged, they operate two distinctive and separate operating systems. Both sets of antenna are still necessary.

This installation uses an existing structure and the antennas are painted to match the coloring of the building making the units virtually non visible to the public. Mr. Holland noted the initial permit was issued for a period of five years, but noting the uniqueness of this installation asked the Commission to consider renewing the permit for a period of ten years.

Marlene Nagel asked if there was a schedule for painting the antenna. Mr. Holland replied the antennas were manufactured to match in a color to blend with the bricks on the building.

With no one present to speak on this application, Chairman Ken Vaughn closed the public hearing at 7:30 p.m.

Ron Williamson stated the initial permit for this installation was approved by the Planning Commission on September 4, 2001 with the City Council approving the permit subject to the nine conditions recommended by the Commission on October 1, 2001. The five-year initial approval period has expired and Sprint Nextel is requesting the renewal. The antennas and equipment were installed in accordance with the plans submitted and the applicant has complied with the nine conditions, which are as follows:

1. That the initial approval of the special use permit 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 building and steeple.
3. The twelve antennas shall be permitted and the six that are mounted on brick shall be painted a color that blends with the brick so that their visibility is minimized.
4. The applicant shall not prevent other users from co-locating on the building.
5. Any permit granted which is found to be in non-compliance with the terms of the special use permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If the special use permit becomes null and void, the applicant will remove the antennas, equipment cabinets, and all other appurtenances and shall restore the site to its original condition.
6. The applicant shall comply with all state and federal regulations.
7. In the event that the leaseholder abandons the facility and fails to remove the installation, the landowner shall remove it within 30 days.
8. The applicant shall submit a copy of the lease agreement to the City prior to the issuance of a permit to install the equipment and antennas.
9. The site plan submitted with this application shall be incorporated as a part of the approval of this request.

Ron Williamson reviewed the staff report on this application.

The antennas were installed on the existing church steeple, which is approximately 80 feet in height. The antennas were mounted at a height of approximately 73 feet two inches on the exterior side of the steeple. All the equipment was placed inside the church in an unused room and the cable that delivers the signal to the antenna was routed through the roof of the facility into the church steeple and run up the inside of the steeple to the antennas. Three antennas, which are approximately four feet in length, were mounted on the steeple and were painted to match the color of the exterior brick.

In July of 1996, the Planning Commission considered an application and approved the wireless communications antenna installation at St. Ann's for Sprint. This application is a request to renew a co-location for Nextel on an existing approved site. It also should be noted that that Nextel and Sprint have merged since the application in 2001 and there is a question whether all the antennas are still needed.

The following is an update of the September 4, 2001 Staff Report:

1. 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 this is a renewal of a co-location application, the applicant was not requested to submit a detailed report setting out the reason for the selection of this site. The applicant did perform a search in 2001 and determined that this area was the best location in order to accommodate their needs. The applicant used the typical considerations in analyzing the site which are the ground elevation, clearance above ground clutter, such as buildings or vegetation and that the antenna site is located in an area that is geographically suited to provide coverage to the sites that are experiencing poor levels of service. The City has encouraged the use of

existing buildings in order to minimize the negative impacts of towers on residential neighborhoods. Sprint Nextel is requesting renewal of this installation at this location in order to continue to provide adequate coverage to the residences and businesses in this portion of Prairie Village and to cover a current gap in the desired level of service.

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

Since the installation exists an actual photo is attached. As indicated, the antennas are not very visible from the adjacent properties and Mission Road.

3. **Co-Location Agreement - A signed statement indicating the applicant's intention to share space on the tower with other providers.**

Since the antennas are being placed on a building rather than an independent communications tower, it is not necessary for Sprint Nextel to sign an agreement that it would permit co-location. However, it is important that Sprint Nextel not prohibit other providers from locating on the building if they need to do so in the future. A review of the lease agreement between Sprint Nextel and St. Ann's Church should not prohibit other providers from leasing space on the building.

4. **Copy of Lease - A copy of the lease between the applicant and the landowner 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 tower facility in the event that the leaseholder fails to remove it upon abandonment.

The applicant has not submitted a copy of the proposed lease agreement for review but shall submit a copy of the base agreement prior to City Council consideration.

5. **Site Plan - A site plan prepared in accordance with Chapter 19.32 Site Plan Approval.**

The applicant has resubmitted the original site plan, and since the antennas are located on an existing structure and the equipment is housed inside the building, it was not necessary to submit a landscape and screening plan or other types information that are contained in the site plan regulations.

The applicant shall however submit a letter from a structural engineer licensed in the state of Kansas stating that the installation of antennas and wiring will not cause any adverse loading conditions on the steeple.

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.**

Sprint Nextel is licensed by FCC and is required to meet their guidelines and regulations in order to operate both locally and nationally. The applicant will meet all state and federal regulations.

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 is proposing to continue to provide a better level of coverage to the existing residents and businesses in the area as well as for automobiles that are traveling through the area. The applicant has not however, identified any services that they are planning to provide to the City or other public educational or government institutions.

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.**
Since the antennas were mounted on the church steeple and the equipment was housed in a room inside the church building, there were no external improvements and no trees structures or improvements were removed or relocated.
9. **Construction Schedule - Preliminary construction schedule including completion dates.**
N/A. Antennas and equipment 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.**
Sprint Nextel has other facilities installed in Prairie Village and has reviewed its qualifications, experience and expertise during a previous application.
11. **All Required Governmental Approvals - Information to establish the applicant has obtained all government 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 indicates that the existence of any other governmental approvals required other than the licensing of FCC. The applicant is licensed by FCC and this antenna is not in a location that would require FAA approval.
12. **Miscellaneous - Any other relevant information requested by City staff.**
Staff did not request any additional information relevant to this application.
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 a new tower was not proposed to be constructed and since these antennas are simply mounted on the top of an existing church steeple, it was not necessary to send out co-location letters.

Bob Lindeblad asked Mr. Williamson's opinion on increasing the term of the Special Use Permit from 5 years to 10 years. Mr. Williamson responded that since the equipment being housed inside the church, there are no exterior maintenance issues and he feels it would be appropriate to consider a longer term for the renewal of this specific application. He stressed each application needs to be considered independently.

Nancy Vennard questioned if the term was extended should a structural analysis or inspection report be required at five years to ensure the antennas are securely attached.

Curtis Holland responded the applicant would accept that condition, but noted the structures are routinely inspected to ensure all the apparatus is in good conditioning and functioning correctly.

The Commission reviewed the Planning Commission reviewed the findings of fact relevant to the requested renewal of the Special Use Permit at 7321 Mission Road:

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

The proposed antenna installation 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.

A review of the installation does not indicate that there are any adverse affects on the welfare or convenience to the public. The installation of the antennas should be an improvement to the communications for users in the immediate area and therefore should be a benefit to the public.

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 applicant held a meeting on Wednesday, August 15, 2001, in accordance with the Planning Commission Citizen Participation Policy and no residents appeared at the meeting. The installation has had very little visual impact on the area, and has not caused substantial injury to the value of the property in the neighborhood.

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 antenna installation on the church steeple is small in comparison to the building itself, has had relatively little impact, and has not dominated immediate neighborhood so as to hinder development. It should be pointed out that this neighborhood is totally developed and the only equipment that will be visible from the exterior would be the antenna panels that are located on the steeple.

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.

Additional off-street parking is not necessary for this use because there will be no permanent staff on site. Service personnel will be on the site periodically to maintain the equipment, but the parking that is provided on the site is 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 or building expansions, existing utility, drainage, and other facilities are adequate.
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 antennas and equipment require only service vehicles for periodic maintenance. The traffic generated by the use will be minimal and can easily be accommodated by the existing circulation system currently on the Church site.
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 that will be utilized to support the antennas is contained within the building and therefore does not create the need for any additional screening or exterior walls. The antennas have been placed on the steeple and painted to match brick and therefore blend with the building and are architecturally compatible. The cables are contained within the steeple minimizing any negative external appearance.

Nancy Vennard noted the applicant addressed the staff's question on the need for antenna installations for both Sprint and Nextel and therefore, condition number 11 should be removed.

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 7231 Mission Road and recommends the application be approved subject to the following conditions:

- 1) That the renewal of the special use permit be for a maximum of ten years. At the end of the ten-year period, and any subsequent 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) That all equipment cabinets and wiring shall be contained within the building and steeple.
- 3) That the antennas shall be painted a color that blends with the brick on the Church so that their visibility is minimized.
- 4) That the applicant shall not prevent other users from co-locating on the building.
- 5) That any permit granted which is found to be in non-compliance with the terms of the special use permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If the special use permit

becomes null and void, the applicant will remove the antennas, equipment cabinets, and all other appurtenances and shall restore the site to its original condition within 30 days.

- 6) That the applicant shall comply with all local, state and federal regulations.
- 7) That in the event that the leaseholder abandons the facility and fails to remove the installation, the landowners shall remove it within 30 days.
- 8) That the applicant shall submit a letter from a structural engineer licensed in the State of Kansas, stating that the antenna installation has not caused any adverse affect to the structure of the steeple.
- 9) That the applicant shall submit a copy of the lease agreement to the City.
- 10) That the site plan submitted with the original application shall be reincorporated as a part of the approval of this request.

The motion was seconded by Marlene Nagel and passed unanimously.

**PC2005-05 Tabled Request for Special Use Permit for
Wireless Communication Antenna
69th Terrace & Roe (McCrum)
Applicant: Curtis Holland for Cingular Wireless**

Curtis Holland confirmed the applicant is continuing to explore alternate locations. He noted Cingular Wireless had placed a temporary hold on several of their proposed locations earlier in the year; however, this area has been listed for action in 2007. He does not anticipate they will be ready to file an application for three months and requested consideration of the application be continued until the February meeting of the Planning Commission.

Bob Lindeblad moved to continue PC2005-05 to the February 6, 2007 meeting of the Planning Commission. The motion was seconded by Marlene Nagel and passed unanimously.

CONSIDER BRIAR STREET PETITION NOT TO CONSTRUCT A SIDEWALK

Background:

Next construction season, Public Works proposes to resurface Briar Street from 75th Street north to end near Brush Creek. City Council Policy CP204 – *Sidewalks*, states that sidewalks will be constructed on one side of local streets as part of a resurfacing project. Letters were sent to the property owners advising of the intended sidewalk construction.

At the October 9th meeting of the City Council the residents presented a petition requesting that sidewalks not be constructed. There are nine properties on this street section. The sidewalk is proposed for construction on the east side of the street in front of five properties. All five properties signed the petition requesting that sidewalks not be constructed. Eight other properties in the neighborhood also signed the petition.

Financial Impact:

The value of the sidewalk construction is estimated at \$30,000 to \$40,000. The estimated is prepared without benefit of any design.

Suggested Motion:

The City Council moves not to construct a sidewalk on Briar Street from 75th Street north to Brush Creek as part of Project 190860: 2007 Resurfacing Program.


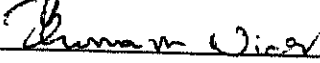
October 1, 2006

We, the undersigned who live on the "Briar/Juniper Square," DO OPPOSE the installation of a sidewalk on the east side of Briar Street in front of three and one-half (3 1/2) homes. The addresses are 7415, 7425, 7427, and 7429 Briar. While we strongly agree that Briar Street needs major work, we feel that the proposed sidewalk is a very damaging, costly, and unneeded addition.

Signature	Printed Name	Street Address
<i>Paul Lee</i>	Paul Lee	7425 Briar
<i>Peggy Lee</i>	PEGGY LEE	7425 BRIAR
<i>Angela Campion</i>	Angela Campion	7429 Briar
<i>Carolyn Reitz</i>	Carolyn Reitz	7438 Briar
<i>Matt Hanson</i>	Matt Hanson	7447 Juniper
<i>Jakob Goldman</i>	Jakob Goldman	7435 Juniper
<i>Thomas Fitzgerald</i>	THOMAS FITZGERALD	7416 - JUNIPER
<i>Dean M. Zagortz</i>	Dean M. Zagortz	7425 JUNIPER
<i>Vikki Zagortz</i>	VIKKI ZAGORTZ	7425 Juniper
<i>Monica Hicks</i>	Monica Hicks	5000 W 74TH TERR
<i>Todd Hicks</i>	Todd Hicks	5000 W. 74TH TERR.
<i>Brianna Green</i>	BRIANNA GREEN	7409 Briar
<i>Michael Graves</i>	MICHAEL GRAVES	7432 BRIAR
<i>Robert M. Brazzal</i>	Robert M. Brazzal	7427 BRIAR
<i>Sandra Brazzal</i>	Sandra Brazzal	7427 Briar
<i>Cynthia Hendrickson</i>	Cynthia Hendrickson	7415 Briar
<i>Greg Corbin</i>	GREG CORBIN	7415 BRIAR
<i>Sabrina Nichols</i>	Sabrina Nichols	7432 Juniper
<i>Robert M. Parker</i>	ROBERT M. PARKER	7418 BRIAR
<i>Kathleen A Parker</i>	Kathleen A Parker	7418 Briar

October 1, 2006

We, the undersigned who live on the "Briar/Juniper Square," DO OPPOSE the installation of a sidewalk on the east side of Briar Street in front of three and one-half (3 1/2) homes. The addresses are 7415, 7425, 7427, and 7429 Briar. While we strongly agree that Briar Street needs major work, we feel that the proposed sidewalk is a very damaging, costly, and unneeded addition.

Signature	Printed Name	Street Address
	JACOB G CORBIN	7444 JUNIPER
	THOMAS M NICOLLS	7432 JUNIPER



5101

5017

3021

5000

7405

7416

7418

7415

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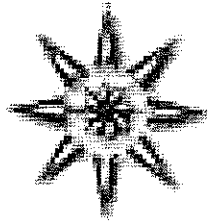
4817

4809

W 75TH ST

W 75TH ST

W 76TH ST



**The City of Prairie Village, Kansas
Compensation & Benefits Project 2006
Final Report**

**Prepared by:
Steve Stein
FBD Consulting, Inc.**

Table of Contents

Project Overview.....	3
Executive Summary.....	4
Project Objectives	4
Key Recommendations.....	8
Benefits	8
Compensation Study and Pay Plan Development	8
Salary Administration Policy	8
Performance Appraisal	9
Conclusion	9

Appendix A: Compensation Objectives

Appendix B

- B-1: Benefit Analysis Summary
- B-2: Benefit Analysis
- B-3: PPO Plan
- B-4: HMO Plan
- B-5: POS Plan
- B-6: Dental Plan
- B-7: Vision Plan
- B-8: Disability, Life, EAP, Section 125
- B-9: Paid Time Off and Other Benefits
- B-10: Retirement Summary

Appendix C: Cost Analysis

Appendix D: Wage/Salary Program Administration Draft Policy

Appendix E: Performance Appraisal Process Review

Project Overview

The intent of this report is to summarize the Compensation and Benefits studies, the review of the Performance Appraisal processes and a review of the salary administration policy performed by FBD Consulting, Inc. for the City of Prairie Village, Kansas, herein known as the 'City'. The City is a municipality located in Johnson County in Northeastern Kansas with approximately 106 employees in 37 jobs. Current job duties were provided to FBD in the form of Job Analysis Questionnaires that were the basis for FBD to write job descriptions for each of the City's 37 positions. Compensation and benefits programs were analyzed and compared to benefits and compensation data collected for entities defined by the City as competitors. The City's performance appraisal processes were also reviewed as part of the study. Reviewed in this report are the results of the compensation, benefits and performance studies along with recommendations developed by FBD for the City.

Executive Summary

Project Objectives

This series of projects was initiated during the third quarter of 2005 with meetings between City management and FBD Consulting, Inc. to gather pertinent City demographic information and to establish project expectations and timeframes.

The objective of these combined projects was to: enable the City to compare the competitiveness of pay levels and prevalence of benefits; update job documentation for consistency, relevancy and compliance; analyze the City's current compensation practices and develop administrative guidelines and salary ranges that allow the City to equitably administer pay and assess the costs associated with implementing the proposed salary ranges; and to assess its current performance appraisal practices.

Compensation Philosophy – establishment of a formal Compensation Philosophy was developed during a series of meetings with the City's Leadership Team and approved by the City Council. FBD met with the Council on two separate dates (10/2/05 and 2/6/06) to help members understand the various components of the philosophy and to answer their questions. During the latter of these two meetings, the Council finalized the City's Philosophy. This philosophy statement provided the foundation on which to conduct the remainder of the study. It identifies the geographic areas for examining pay by position level/employee classification as well as stating the level at which the City sets its salary ranges with respect to the 'competition'. It also states the rationale for developing the comparison base to monitor the City's benefits program offerings and costs with those of surrounding communities and local private sector entities. Finally, the philosophy states that uniform performance appraisal practices will be employed by the City to assess employee performance and fairly allocate merit adjustments to employees based upon prevailing market conditions and the City's ability to pay. Finally, time-based parameters are established for conducting compensation and benefits market studies (no longer than every three years) and for conducting employee performance appraisals (at least annually) (see Appendix A.)

Benefits – The City requested a benefits prevalence study in which private as well as public sector organizations information was compared to its benefits programs. Data was collected on 12 municipalities and private sector data was collected from six surveys. Overall, the City’s benefits offerings are market competitive. With that stated, there are areas for acknowledging where the City has room to improve as well as where the City is competitive to very competitive. Based upon our research findings and analysis, the City leads the market in medical plan options and dental benefits. It is market competitive in its vision plan, short-term disability plan, long-term disability plan, employee assistance plan, section 125 plan, sick time off, holidays, educational assistance, leave policies, retirement benefits, retirement plans (municipality offered prevalence), and miscellaneous benefits such as service awards, flu shots, etc.) The City lags the market in life insurance, vacation time off, paid military leave; and family medical coverage costs more than some other public sector organizations. Subsequent to this study, the City has taken steps to improve some of its benefit offerings by providing a buy-up option for enhanced dental coverage and by providing a vision benefit to all employees. The City was also provided with information regarding emerging trends in the benefits area such as offering options that appeal to a diverse population of employees (voluntary benefits like auto and home insurance, financial planning, etc.) (see Appendices B: 1-10).

Compensation Study and Pay Plan Development – FBD conducted a market study of prevailing pay rates of benchmark positions in surrounding communities and for select positions, additionally in regional and national locations. Local regional or national scope was defined in the Compensation Philosophy (see Appendix A). New job descriptions were used for survey job matching purposes. Market Reference Points (MRP- survey averages/medians per position) were used to develop salary ranges for matched positions. Salary ranges were then presented to management and ranges (not MRPs) were restructured to allow management in the Public Safety and Public Works departments to meet specific market considerations associated with positions in those departments (Police Officer, Dispatcher, etc.)

The proposed salary ranges were presented to employees in a series of meetings at the direction of the City Council. Additional analyses were conducted to answer questions asked by employees and managers. Market reference points were verified as competitive with those of similar positions in surrounding communities. A second employee communication meeting was conducted to advise employees of the proposed salary ranges. Due to the fast approaching 2007 salary year, salary ranges were advanced by 2.6% to allow the City to implement ranges that are competitive through 2007.

Costs associated with moving police officers onto a wage scale step and with increasing employee's salaries that are below the respective salary range minimum for their position were determined to be approximately \$56,000 (see Appendix C). The City is advised by FBD to implement the salary ranges prior to the allocation of merit in 2007 to allow employees who are below minimum to advance within their respective salary ranges, with merit applied after the bring to minimum adjustment. This will prevent salary slippage, the effect of applying range movement after merit adjustments, and eroding the employee's position in the salary range, which places employee salaries in a 'catch-up' mode from year-to-year rather than advancing the salary closer to the MRP.

Salary Administration Policy Review – FBD conducted a review of the City's Salary Administration Policy. The policy was generally comprehensive to cover the majority of actions accompanied by a salary action. Only minor enhancements were required. The enhancements were reviewed by City management and will need to be reviewed/approved by the Council for implementation (see Appendix D).

Performance Appraisal Process Review – As part of this project, FBD reviewed the performance appraisal process employed by the City. The scope of this element of the project was to review current practices and determine the need to amend or adopt new performance evaluation practices.

In general, there is a lack of uniform and consistent forms, policies, practices and evaluation methods used across the various departments. Variations range from the completely subjective/narrative process to a more objective with limited narrative evaluation. There does not appear to be a link between the City's objectives that cascades down to the employee level. Finally, the current practices appear to be a year-end capture of results rather than an assessment of how the employee met pre-planned criteria.

FBD recommends that the City adopt a performance management methodology that employs uniform procedures forms and rating factors (Exceeds, Meets or Does Not Meet) across the departments. Further, FBD recommends that the City implements practices that require a proactive performance planning and periodic review process during the year, necessitating dialogue between supervisor and employee, rather than the present end of year assessment by the manager. In this manner, a performance system is adopted that requires the subordinate and supervisor to establish performance goals at the beginning of the year and allow the assessment of or lack of progress toward these goals. It would also allow the City to ensure at the beginning of the year, that employee's goals are linked to or derived from the City's objectives and goals.

The system adopted by the City should also incorporate components measuring behavioral dimensions or core competencies applicable to all employees across the departments. The rating factors should be a combination of numerical rating and narrative reinforcing the rater's assessment.

Finally, management must be held accountable for effectively implementing and managing the performance management system in their respective work units. Management and employee training will be required to prepare the City's employees for such a system (see Appendix E).

Key Recommendations

Benefits

Benefits are generally competitive. Some improvement may be achieved by the City if employee life insurance levels are increased, vacation time accelerated, offering paid military leave, and more favorable rates for medical coverage. The City is advised to continue to make available an array of benefits that appeal to a diverse work force. Finally, the City may wish to look into the possibility of offering voluntary benefits to employees (e.g., home owners insurance, auto insurance, pet insurance, etc.).

Compensation Study and Pay Plan Development

This portion of the project has undergone considerable study, communication and development with the City's management team. From their inception, Market Reference Points (MRPs) have been the basis for the development of the various salary range scenarios. FBD recommends that the City adopt the salary ranges contained in this report as they are market competitive through 2007 and provide management the flexibility to administer salaries for existing employees as well as for new hires. These ranges will provide the majority of employees with salary growth opportunities. For those few employees who are at or above the maximums of their respective ranges, or where the current salary range exceeds that of the proposed ranges, the City has expressed to employees that they will be kept 'whole'. Their salaries will not be reduced (if, at or above the salary range maximum). If the current salary range is above the proposed 2007 range, they will be administered against their current salary range until new salary ranges exceed the current salary range. For employees below their proposed salary range minimum, management has expressed that they will be brought to the new minimum.

FBD recommends that the salary ranges be implemented prior to the allocation of merit for 2006 so that employees below minimum may advance into the range and so that the City is not playing 'catch-up' every year to keep them above the range minimum when ranges are adjusted annually.

Salary Administration Policy

FBD has reviewed the City's current Salary Administration Policy and found that the current policy was in need of minor fine-tuning. In conjunction with City management, FBD has developed a revised document for review and approval by the City Council.

Performance Appraisal

FBD recommends that a new Performance Appraisal System be adopted to provide the City with a proactive means for planning and managing performance from the beginning to the end of a respective year and to ensure that all goals are linked to the overall strategy of the City. Further recommended is a three level system (Exceeds, Meets Does Not Meet) to ease management's role in assessing an employee's performance. The City may also wish to consider the value of incorporating 'core values' or behaviors it values of its employees as well as developmental goals to 'grow' employees. Finally, any system adopted by the City should incorporate a balance of objective measures and narrative format that maximizes the communication between the supervisor and their respective employee.

Conclusion

FBD has put forth a concentrated effort to execute this project in accordance with the project plan and in conjunction with the wishes expressed by management. FBD feels that its role is complete as prescribed. We stand ready, as we have throughout our relationship with the City, to assist with any projects that are deemed necessary, to move this or other initiatives forward.

Appendix A

**The City of Prairie Village
Compensation Objectives**

January 2006

The City of Prairie Village Compensation Objectives

Statement of Commitment

In 2005, the City of Prairie Village began a comprehensive Compensation study. The purpose of this study is to provide the City Council, management and employees with a guide to govern decisions that affect pay, benefits and non-monetary rewards. Below is the definition of “Total Compensation” that the City will use when referring to compensation.

Total Compensation is defined as:

- Monetary Compensation (direct compensation) – base pay, performance increases, pay supplements and other pay.
- Indirect Compensation – employee benefits that have a monetary value, including health care coverage, dental coverage, a retirement program, paid vacation and designated holidays.
- Non-monetary rewards and recognition – both tangible and intangible rewards, including, learning opportunities and a positive work environment.

Each aspect of the total compensation equation contributes to the overall work life of the City’s employees. The following sections of this document present the City’s current Compensation practices alternatives to consider in determining its Compensation Philosophy going forward. Unless indicated otherwise, references to ‘compensation’ refer to the City’s ‘total compensation’ components.

1. **Market Positioning** – is defined as the level in the labor market at which the City chooses to place its salary ranges and benefits with respect to its competitors for human resources (e.g. Median/50th percentile, 75th percentile, etc.).
 - a. The City’s current practice is to position pay range minimums and maximums at the median of the MARC survey.
 - i. An alternative approach is to develop salary ranges based upon a broader base of surveys for municipalities in the greater Kansas City area. In addition, the City may wish to consider utilizing specific pricing parameters for non-exempt, exempt and managerial positions that are portable from the municipality market to the private sector market. An advantage to using additional resources in developing a salary program is that it allows the City to compete for talent with a broader base of organizations such a private industry, especially for exempt and managerial positions that are found in all types of organizations including municipalities. Adopting such an approach allows for a broader candidate selection pool. A potential downside of this approach is that more competitive salary ranges may be more costly to adopt and may also require the City to implement them in phases, minimizing or spreading potential bring-to-minimum adjustments over several years.

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- ii. The City should strive to review the compensation data from the relevant markets on a periodic basis. Moving salary ranges annually is advisable to ensure that they remain at levels competitive with the defined labor market year-over-year. Additionally, it is recommended that a compensation study is conducted every third year to ensure that any specific market pressures on job families or market trends are incorporated into the new year's salary structure. A downside of retaining static salary ranges is that over time, the City will erode its competitive positioning with respect to its defined labor market(s).
 - iii. With the volatility of costs associated with benefits, an alternative practice for developing and periodically 'pulse checking' the portfolio of benefits offered by the City is to conduct a benefits prevalence study to determine what municipal competitors are providing their employees. After this is completed, determine the costs (either added or saved) by amending the portfolio of benefits. A downside of retaining static benefits is that over time, the City will erode its competitive positioning with respect to its defined labor market(s).

2. **Basis of Job Valuation** – is the method utilized by the City to categorize jobs for creating job grades or other forms of hierarchy on which to base job actions (promotions, lateral job moves and demotions). It is also used to create a means by which internal equity between jobs can be measured. The two primary methods for establishing job value are market pricing and job evaluation. Marketing pricing is based upon prevailing labor/salary rates. This method is more 'market sensitive' to changes in market values but may result in changes to the job hierarchy from year to year that may be difficult to explain to management and employees. With a formal job evaluation system (such as a point-factor weighting system) the effects of the market are not taken into consideration in the establishment of the job worth. This process is based on a quantifiable method for measuring a job's worth or job 'weight'. A grade structure is often used with this approach **after** which, salary ranges are established and assigned to the job grades.

- a. The City currently employs a market pricing-based system and strives to ensure that positions' are properly ranked within the job structure and therefore conducts periodic 'pulse checks' of the market between intervals of formal market study.
 - i. The City has opted to employ a market pricing-based pay system during the course of the current compensation study. This is a well defined and accepted approach to ensuring market competitiveness.
 - ii. At some future date, the City may wish to consider the implementation of a formal job evaluation system based on internal job worth on which to base internal job equity, and then study the labor/salary market to develop salary ranges for respective salary grades. This methodology would minimize the effects of the market on how jobs are leveled or graded (avoids the potential of jobs shifting in relation to each other every year). This approach is not a component of the City's current Compensation Study.

3. **Pay Mix**- defined as the manner and ratio in which base salary, variable compensation (cash incentives) and benefits are offered/paid to employees. Variable compensation and benefits

are usually expressed as a percent of base salary. There are no 'formal' guidelines as to what an organization should adopt for establishing the ratio of base pay to incentives and benefits. The factors that help determine how the organization configures its pay components are first and foremost, the organization's ability to pay for base salary, incentive and benefits programs. Next most important in balancing the pay mix portfolio, is to determine what is valued by the employees. This will be affected by employee demographics such as age, tenure, number of dependents, etc.

- a. The City is committed to aligning the base pay and benefits opportunities with the relevant market data and with the City's ability to pay for such programs. The City does not currently offer any structured variable compensation programs.
 - b. Generally, organizations target base pay opportunities to be competitive at median or average levels. Benefits prevalence of competitive organizations is usually studied then costs and desirability of select benefits are studied and chosen. These are well established approaches to determining the total compensation mix.
4. **Reward Focus** – is defined as the process by which periodic salary adjustments are applied. In most cases and for most organizations, this consists of annual merit awards based upon attaining organization and/or personal performance goals.
- a. Currently, each department employs some form of performance appraisal process to monitor the attainment of individual goals and objectives and provides the foundation for allocating pay within a respective department for each employee. This is usually tied to department goals and specific goals for each employee.
 - i. Due to lack of a uniform City-wide performance management program, the current process does not ensure consistent performance measurement and pay allocation equity across departments. A more effective approach would be the use of a single performance management program/process across the City's departments that is based on overall City objectives and that respective job's/employee's contribution to achieving those objectives. This approach would also move the City's departments and employees to a more team-oriented approach as they work toward common goals. This type of system would also greatly enhance the City's ability to ensure consistent performance measurement standards and consistent allocation of merit-based pay.

Compensation Philosophy Statement Example to Consider:

The City of Prairie Village is committed to providing competitive compensation and benefits to its employees based upon its ability to pay and based on prevailing rates and prevalence within its defined markets.

Market(s):

- **For pay purposes**, salary ranges will be set at median rates when compared to municipalities and organizations determined to be competitors for employees
 - **Management Positions** - the City competes nationally for department heads and management therefore, national surveys as well as municipal survey sources are included when developing salary ranges.
 - **Exempt Positions** – Positions below the management level but exempt for overtime purposes. The city competes regionally and locally for this talent pool. Therefore, surveys covering positions in the Midwest region and local municipalities will be used to develop salary ranges for this group.
 - **Non-exempt Positions** – The City competes locally for positions that are eligible for overtime pay. Therefore local salary surveys and municipal surveys representing the Greater Kansas City area will be used to develop salary ranges for this group of employees.
 - **Salary ranges** – will be reviewed annually and based on the City’s ability to pay, pay ranges will be moved at rates consistent with the markets defined above. Periodically, market studies will be conducted to determine if the relative relationship of jobs has been impacted by market conditions. This will be conducted on an interim basis as needed but no longer than every three years for all jobs.
- **For benefits purposes**, the City will determine its benefit offering based on the benefits prevalence of a representative group of Greater Kansas City area municipalities and local private sector organizations (TBD). Once a desired benefits portfolio is determined, the City will establish the associated costs of providing these benefits and establish equitable cost-sharing levels for City and employees. The benefits portfolio costs will be determined annually and cost-sharing apportioned appropriately. Benefits prevalence will be assessed at a minimum of every three years.
- **Employee performance** will be assessed at least annually, using a process uniformly applied to all City employees. Annual salary adjustments will be determined based upon the City’s ability to pay, prevailing market rates, the employee’s individual performance evaluation and internal equity as assessed by the City’s Human Resources department.

Appendix B

B-1: Benefit Analysis Summary

B-2: Benefit Analysis

B-3: PPO Plan

B-4: HMO Plan

B-5: POS Plan

B-6: Dental Plan

B-7: Vision Plan

B-8: Disability, Life, EAP, Section 125

B-9: Paid Time Off and Other Benefits

B-10: Retirement Summary

Appendix B-1

City of Prairie Village, Kansas

Benefit Analysis Summary

The attached Benefit Analysis examines the employee benefits offered by City of Prairie Village in relation to market trends as identified through survey data. It should be noted that not all participants supplied all information. Overall, City of Prairie Village's benefit offerings are very competitive, with no benefits leading or lagging the market to any great degree. The areas where your practices lead, are in line with, or lag the market are discussed below:

Leading the Market

- **Medical Plan Options and Employee Premium contributions:** This is an area where City of Prairie Village's practices are extremely competitive. Employees (both current and prospective) generally appreciate the opportunity to choose a plan that best meets their individual and family needs. The City's offering of two plans is generous. The fact that the City offers an HMO plan that requires no employee premium contribution for employee only coverage should give you an additional competitive advantage. Furthermore, the City's contribution on the employee plus one level is very competitive as well. However, employees with family coverage may be paying more for coverage than other public sector counterparts. Having no lifetime maximum for the City HMO Plan is an added bonus. This is particularly significant given that in recent years as overall medical costs have increased, employers have increasingly passed along those costs to the employees. However, many plans do offer eligibility the first of the month after hire, rather than first of the month after 30 days.
- **Dental Benefits:** Providing a dental plan in which the employer provides the insurance at no cost to the employee for employee only coverage is extremely competitive. In addition, the employee contributions on some of the other coverages are very low and thus, very competitive. Your dental plan is very attractive, and many employees will value the opportunity to have this benefit. Again, offering this benefit sooner than first of the month after 30 days may be something you want to consider.

In Line with the Market

- **Vision Plan:** This plan is included with the medical plan and appears to be in line with the market. However, the City plan offers an eye exam biannually, whereas the majority of plans offer eye exams annually.

- **Short-Term Disability:** The City of Prairie is in line with the public market in not offering a short-term disability plan; however, it lags the private sector in not providing such a plan.
- **Long Term Disability:** This is a plan which a little over half the market offers, including you. The plan design features are generally in line with those that offer this benefit. The fact that this employer-paid plan is offered is to your advantage.
- **Employee Assistant Plan (EAP):** The City of Prairie Village is in line with the market in offering an EAP to its employees. An EAP helps to reduce rising healthcare costs by monitoring employee well-being and providing early intervention in cases requiring medical treatment, as well as promoting safety awareness and provide close supervision of employee behavior and performance. On the same note, the program helps enhance worker productivity by reducing absenteeism, improving job performance, reducing incidents of workplace violence, and reducing accidents and workplace injuries.
- **Section 125 Plan:** The ability to pay for medical and dental premiums on a pre-tax basis and set aside pre-tax dollars for out-of-pocket medical and/or dependent care expenses is another benefit that employees have come to expect, and is a win-win situation for both City of Prairie Village and your employees in terms of lowered taxable income. This is another benefit that contributes to the competitiveness of City of Prairie Village's benefit package as a whole.
- **Sick Time Off:** The number of earned sick days (12) per year is directly in line with the market. The maximum accrual of 140 days appears adequate, although nearly ½ of survey participants indicated unlimited carry over. Where the City of Prairie Village may lag somewhat is in the employee's initial eligibility to use sick time, which is three months, compared to immediate eligibility for a majority of the market. The City is in line with the rest of participants in not paying out sick leave upon termination.
- **Holidays:** Currently the City of Prairie Village offers a total of nine paid holidays and one floating holiday per year. The market provides an average of ten paid holidays and one floating day. Employees appreciate this benefit which contributes to the overall competitiveness of your benefit package.
- **Educational Assistance Benefits:** This is a benefit that is welcomed by those employees that utilize it, but is not generally seen as a "must-have" when compared to other benefits. The fact that you have a generous \$5,000 maximum on required certification courses and exams is an advantage, as well as offering non-job-related coursework reimbursement. Offering educational assistance benefits contributes to the overall competitiveness of your benefits package.
- **Leave Policies:** Your leave policies for jury duty, bereavement leave, medical leave, family leave and personal leave appear to be comparable to the market.

The only exception where the City of Prairie Village may lag somewhat is in military leave. Several market participants now pay for military training, and some provide for continuation of benefits.

- **Other Benefits:** It is morale-boosting for employees to enjoy company get-togethers and to receive recognition through your service award programs. Both of these contribute to loyalty to the organization and a feeling of being appreciated. Offering long term care insurance, flu shots and fitness center discounts is also indicative of your intent to attract and retain employees. In addition, other benefits that public market participants indicated they provide include flexible work schedules and credit union membership.
- **Retirement Benefits:** The City of Prairie Village has four various retirement plans and is in line with the market in providing both a defined benefit plan and a deferred compensation plan. Providing these various plans is an extremely important benefit that employees highly value. These plans include:
 - **KPERS**
 - **Defined Benefit for Police**
 - **Supplemental Pension Benefit Plan**
 - **457 Plan**

Lagging the Market

- **Life Insurance:** This is an area where City of Prairie Village could be viewed as being somewhat behind the market in providing non-commissioned police employees only a \$10,000 flat amount benefit. The market shows that most employees are offered between \$20,000 (public) and \$50,000 (private) for this benefit.
- **Vacation Time off:** Overall, Prairie Village's vacation policy appears to be in line with the market. However, starting in an employee's 5th year of employment, the number of vacation days starts to lag behind the market, both public and private.

While there are several areas in which the City might consider enhancements or improvements, the benefits provided are overall, very competitive. If the City wishes to pursue improvements, FBD suggests the administration of some instrument to assess employee's perceptions of the benefits program to determine what they value and desire to ensure the additional costs will be well spent dollars.

Information on Emerging Benefit Trends

This information is provided to the City to ensure that it is aware of potential changes which may cause organizations to “rethink” their benefits offerings.

According to the MetLife Study of Employee Benefit Trends (2005) life stage and longevity will continue to be important factors for recruitment into the future. 22% of employees changed employers in the last 18 months. This trend is projected to intensify. To counter this, employers will need to offer competitive benefits packages, including retirement planning advice and access to income protection and products and services relating to specific generations; i.e., disability and long-term care insurance for an older generation. Almost half of employees surveyed want access to financial planners and over half stated they want to outlive their retirement assets. A third of the employees cite benefits as why they came to work for their employer and a little over a third cite benefits as the reason they stay. Employers tend to be occupied with costs while employees want advice and education on benefits.

The various **life stages** refer to singles, young families, baby boomers and pre-retirees. The singles and young families have the strongest need for benefit education and financial advice. Many of these employees do not know what benefits are best for them.

The top consideration for employees to join/stay with an organization is the quality of coworker or customer relationships. The next criterion is the opportunity for work/life balance. There is a correlation between benefits satisfaction and job satisfaction, although this correlation is highest with pre-retirees and singles showing the lowest correlation. 41% of baby boomers say benefits are important, while 44% of pre-retirees and 45% young families indicate their importance. 67% who are satisfied with their benefit package have a high degree of loyalty to their employer.

One-third of employees would like employers to offer voluntary benefits to pay for on their own. They like these because of payroll deduction convenience and no need for medical exams. 40% employees purchase voluntary benefits (insurance, mortgages, long-term care insurance, 529 plans, and securities). 43% of employers with less than 100 employees surveyed make voluntary benefits available to employees.

While many employers are concerned with escalating healthcare costs, fewer than a third offer a wellness program such as smoking cessation, exercise regimens, weight management or cancer screening.

Employers now are facing the impact of **longevity** as employees live longer, healthier lives. Three-fourths of employers expect the aging workforce to make a tremendous impact on their company over the next 18 months. However, few companies are taking steps to accommodate and retain older workers which will be necessary in a potential labor shortage. An aging workforce also includes challenges related to benefits issues: healthcare, disability insurance, long-term care insurance, dental coverage, and retirement savings products/advice.

For these older workers, employers can offer flexible work schedules and work arrangements, as well as establish wellness programs and diagnostic screening. Retirement savings products can focus on income generation and protection, rather than asset accumulation. Mid-career employees may need additional education on benefits, particularly retirement benefits. Benefits may be a primary retention tool in keeping an aging, knowledge-based workforce working longer.

35% of singles are behind in their retirement savings and 30% haven't started yet. Nearly half of young families would like access to financial planners in helping them make retirement plan decisions. More than half of baby boomers are worried they may have to work full or part-time into retirement because they haven't saved enough in retirement benefits.

IRAs which are favored by an older workforce do not have the same favor with those in their 20's and 30's. Nearly half of today's employers offer long-term care insurance.

The most important employee benefits objectives for public entities throughout the country in order of importance are:

- controlling costs
- retaining employees
- increasing productivity
- increasing job satisfaction
- attracting employees
- reducing HR administrative costs
- addressing employees' diverse needs
- helping employees with benefits decisions
- helping employees with financial decisions

The most important employee benefits strategies for public entities throughout the country are:

- benefits to help work/life balance
- employee decision support tools
- retirement planning
- build/expand benefits website
- employee self-service on the internet
- costs shifting to employees
- common platform for administration
- wider array of voluntary benefits
- internet access for all employees
- outsourcing benefits administration

According to the 2005 Employee Benefits Study conducted by the U.S. Chamber of Commerce, 89% of companies offer retirement plans, with 401(k) being the most common type offered by 83% of companies. Only 9% of companies with 100 employees

or less have a defined benefit plan. The average waiting period for the start of any retirement plan for all organizations is 7.7 months, with an employee being fully vested in 4 years.

According to the 2006 Survey of Employee Benefits conducted by Business and Legal Reports (BLR), employers have been forced to increase the percent of employees' healthcare premiums paid by the employees. The ways that organizations will cut costs will be by raising co-pay amounts, raising employee premiums and raising deductibles.

The Society for Human Resources Management (SHRM) recently devised a list of key trends that they believe would impact compensation and benefits in the years to come. They include the following in order of significance:

(1) **Health Care Cost Containment:** Health insurance is ranked #1 as the most important employee benefit. Health care insurance benefits delivery will be affected by costs, aging demographics, economy, politics, and health care consumer action. There will be an increasing interest in Health Savings Accounts and Health Reimbursement Accounts, since these plans can be used to fund health benefits for retirees. This trend goes toward individual risk assumption rather than risk pooling.

(2) **Aging Workforce:** Older workers will remain in labor force in order to receive medical coverage. This concern will intensify as organizations will eliminate retiree medical coverage and costs continue to rise. Employers may begin to offer phased retirement.

(3) **Retirement Security Crisis.** A large number of workers may not have adequate retirement savings due to a decrease in number of individuals contributing to Social Security and an increase in number of individuals eligible for Social Security. This may create a greater need for training and advice on financial planning for employees as more responsibility shifts to the individual for their retirement needs.

(4) **Medicare Prescription Drug Benefit Costs.** The complexities of the new Medicare prescription drug benefit cause concern for many individuals. Employer-provided 65 and older retiree medical coverage will continue to be reduced as this benefit is put in place.

(5) **Fiduciary Status of HR Professional.** The past couple years have shown an increase in legal actions brought by employee benefit plan participants against plan fiduciaries.

(6) **Work/Life Balance.** Employers will be offering flexible schedules in order to be an employer of choice.

(7) **Translating Compensation Measures.** Costs and compensation will be tied more to business measures.

(8) **Identity Theft.** Many organizations have already added identify theft assistance to their benefits packages to protect private employee information.

(9) **Voluntary Benefits.** Companies will be providing specific voluntary benefits to employees, taking into account their preferences.

Watson Wyatt identified their trends for 2006: (1) Health benefit plans will require coinsurance and deductibles rather than co-pays; (2) Prescription drug benefits will require coinsurance and deductibles rather than co-pays; (3) High deductible/personal health care accounts are growing; (4) more health risk assessments will include financial incentives; (5) and greater access to online, decision making tools.

According to a 2006 Towers Perrin Health Care Cost Survey, US employers are facing an 8 percent increase in 2006 health care costs. Employees will spend 10 percent more on health care coverage. Overall, employers pay 80 percent of the premium and employees pay 20 percent.

An April 24, 2006 update from Bureau of National Affairs (BNA) indicates that health care benefits offered by public employers are far more generous than those offered by private employers, with many governments paying as much as 90% of the premiums or offering no-premium products. However, they indicate that new accounting changes for 2007-2008 will put pressure on public employers to reduce health care benefits for employees. According to an April 14, 2006 report issued by Workplace Economics, the average total premium paid by states and active employees was \$445/month for single coverage, up from \$417 in 2005.

Summary

Overall, the City of Prairie Village is very competitive in its benefits offerings. There are no large gaps in areas leading or lagging the market.

The biggest pluses to the City's benefit plans include:

- Offering an HMO plan and dental plan at no cost to the employee
- Offering 4 retirement plans

The City may want to take into account the following considerations based on the custom survey and above-mentioned identified trends:

- Offer benefits first of the month after hire, in line with other public employers
- Consider increasing employer contribution for family medical coverage
- Offer eye exams annually
- Consider STD if desire to be competitive with private sector
- Immediate eligibility for sick leave

- Consider payment for military training, including benefit continuation
- Offer voluntary benefits
- Provide flexible scheduling as needed
- Increase life insurance benefits from \$10,000 to at least \$20,000
- Increase amount of vacation starting in year 5
- Implement wellness program
- Educate employees on all benefits, including retirement
- Consider HSAs and HRAs
- Consider phased retirement option

Appendix B-2
City of Prairie Village, Kansas
Benefit Analysis

City of Prairie Village, Kansas	Public Market Trends	Private Market Trends
Health & Welfare Benefits		
Medical Insurance		
Plan Choice: HMO	<ul style="list-style-type: none"> 66% participants offer PPO, with 37% offering 2 PPO plans 83% offer HMO 25% offer POS 46% offer at least two medical plans 	<ul style="list-style-type: none"> Almost twice as many private employers provide a PPO as opposed to HMO. Average number of medical plans offered is 2.17.
Eligibility – first of month after 30 days	<ul style="list-style-type: none"> 50% of all plans start the first of the month after employee is hired 17% of plans start first of month after 30 days 	Not reported.
Premium costs (monthly): <ul style="list-style-type: none"> Employee Only: City pays entire \$288.41 Employee + Spouse: City pays \$579.40; employee pays \$118.67 Employee + Child: City pays \$579.40; employee pays \$118.67 Family: City pays \$771.55; employee pays 257.19 	<ul style="list-style-type: none"> Average HMO employee only premium was \$316.70, with average City contribution being \$295.70 70% HMO participants required employee contribution for employee only coverage, with \$21 being average Average employee/spouse costs: \$564.81, employer; \$141.93, employee. Average employee/child costs: \$527.64, employer; \$165.30, employee Average family costs: \$700.88, employer; \$170.48, employee 	<ul style="list-style-type: none"> Average cost share for employee only coverage is \$239.77 paid by employer and \$46.58 paid by employee Average cost share for employee/spouse coverage is \$407.20 paid by employer and \$198.52 paid by employee Average cost share for employee/child coverage is \$375.09 paid by employer and \$166.80 paid by employee Average cost share for family coverage is \$555.94 paid by employer and \$265.41 paid by employee
In-network Office visit co-pay: \$20	<ul style="list-style-type: none"> 70% co-pays are between \$15-\$25 	<ul style="list-style-type: none"> \$17.84 is average co-pay.
Individual lifetime maximum: none	<ul style="list-style-type: none"> 63% have \$2,000,000 lifetime maximum; 25% have unlimited maximum 	<ul style="list-style-type: none"> 65% have unlimited maximum; 20% have \$2,000,000 maximum.
Annual out of pocket maximum: \$2,000 (individual); \$4,000 (family)	<ul style="list-style-type: none"> Average out of pocket maximum for individuals is \$1,583 and for family is \$1,666 	<ul style="list-style-type: none"> Average out of pocket maximum in network is \$1601 for individual and \$3275 for family.
Prescription benefits: generic \$7, preferred \$30, non-preferred \$50 co-pays; mail order: \$17.50 generic, \$75 name brand, \$125 nonformula	<ul style="list-style-type: none"> 88% HMO plans have \$10 generic co-pay, with average preferred being \$25 and 50% plans having \$50 non-preferred co-pay 	<ul style="list-style-type: none"> Average co-pays are \$9.83 generic, \$25.67 brand name and \$47.95 nonformula.

Plan Choice: POS		
Eligibility – first of month after 30 days	<ul style="list-style-type: none"> Out of 3 participants, 2 provide for coverage the first of the month 	<ul style="list-style-type: none"> Only 11% provide POS.
<ul style="list-style-type: none"> Premium costs (monthly): Employee Only: City pays \$288.41; employee pays \$68.48 Employee + Spouse: City pays \$579.40; employee pays \$284.42 Employee + Child: City pays \$579.40; employee pays \$284.42 Family: City pays \$771.55; employee pays 501.45 	<ul style="list-style-type: none"> Average employee only premium is \$330.44 with all 3 survey participants paying entire portion Only one participant provided coverage for employee/spouse and employee/child Average family costs: \$780.87, employer; \$198.30, employee 	<ul style="list-style-type: none"> Average cost for employee only coverage is \$246.16 paid by employer and \$70.63 paid by employee. Average cost for employee/spouse coverage is 382.94 paid by employer and \$285.40 paid by employee. Average cost for employee/child coverage is \$379.16 paid by employer and \$231.71 paid by employee. Average cost for family coverage is \$526.89 paid by employer and \$413.42 paid by employee.
In-network Office visit co-pay: \$20 Out of network co-pay – 20%	<ul style="list-style-type: none"> Average office co-pay was \$22.50 	<ul style="list-style-type: none"> \$19.25 is average co-pay.
In-network deductible: \$0(individual); \$0(family) In-network Hospitalization co-pay: \$250	<ul style="list-style-type: none"> No deductibles for other plans One participant provided for \$200 hospitalization co-pay 	<ul style="list-style-type: none"> \$109 is average co-pay for hospital.
Annual in network out of pocket maximum: none Annual out-of-network out of pocket max: \$5,000 individual, \$10,000 family	<ul style="list-style-type: none"> Average individual in-network OOP is \$2,250; average family OOP is \$4,500 	<ul style="list-style-type: none"> Average out of pocket maximum for individuals is \$1668 and \$3400 for families.
Prescription benefits: generic \$7, preferred \$30, non-preferred \$50 co-pays; mail order: \$17.50 generic, \$75 name brand, \$125 non-formulary	Average generic rates are \$10 generic; \$25 preferred and \$45 non-preferred	<ul style="list-style-type: none"> Average co-pays are \$9.72 generic, \$25.56 brand name and \$45.83 non-formulary.

Dental Insurance		
Plan Offered: Indemnity	<ul style="list-style-type: none"> 42% participants offer PPO; 8% offer HMO; and 17% offer indemnity plans (some did not respond) 	<ul style="list-style-type: none"> 73% offer PPO, with 12% offering HMO and 14% offering "other."
Eligibility: First of month after 30 days	<ul style="list-style-type: none"> 64% of plans are offered at first of month 	<ul style="list-style-type: none"> 50% offer eligibility within 30 days.
Employee premium contribution (monthly): <ul style="list-style-type: none"> Employee Only: City pays entire \$18.54 Employee + Spouse: City pays \$18.54; employee pays \$16.50 Employee + Child: City pays \$18.54; employee pays \$16.50 Family: City pays \$18.54; employee pays \$46.05 	<ul style="list-style-type: none"> Employee only: average premium is \$25.04, with employer paying \$16 and employee paying \$11.04 (29% plans require no employee contribution) Employee/Spouse costs: employer cost, \$23.77; employee cost, \$31.23 Only 21% plans offered employer/child costs with average being \$23.39, employer, \$48.19, employee Family costs: \$30.84, employer; \$40.72, employee 	<ul style="list-style-type: none"> Average cost for employee only coverage is \$23.69 employer, \$6.19 employee. Average cost for employee/spouse coverage is \$44.83 employer, \$22.26 employee. Average cost for employee/child coverage is \$19.04 employer, \$31.21 employee. Average cost for family coverage is \$42.57 employer, \$30.82 employee.
Deductible: \$ 50 (individual); \$150 (family) Annual maximum benefit: \$1,000	<ul style="list-style-type: none"> 60% respondents had \$50 individual deductible 50% respondents had \$150 family deductible \$1,271 is the average maximum benefit 	<ul style="list-style-type: none"> Average individual deductible is \$38.02 and family deductible is \$103.80 (in network).
Coinsurance: Preventive services: 20%(employee portion)/plan pays 80% <ul style="list-style-type: none"> Basic services: no response Major services: no response 	<ul style="list-style-type: none"> 36% respondents required no co-insurance 50% respondents required 20% basic care coinsurance 88% respondents required 50% major services coinsurance 	<ul style="list-style-type: none"> Average in-network co-insurance is 1.9%. Average basic services co-insurance is 15% and major service co-insurance is 47%.
Vision		
Vision plan included in medical plan.	<ul style="list-style-type: none"> 75% participants have vision plan included in medical plan 	<ul style="list-style-type: none"> Most common type of vision plan is separate from medical plan.
<ul style="list-style-type: none"> Benefits: \$20 Eye exam frequency: biannually 	<ul style="list-style-type: none"> 45% require \$10 co-pay for eye exam 73% offer eye exam annually with 18% biannually 63% require lenses co-pay between \$15 and \$25, with 100% respondents providing this annually 	<ul style="list-style-type: none"> Average co-pay is \$15 for office visit. 82% offer eye exams annually. 84% offer lenses annually. 58% offer frames bi-annually.
Long Term Disability		
Effective date: first of month after 30 days	<ul style="list-style-type: none"> 58% provide LTD; out of 4 respondents, 2 provided coverage after 90 days 	<ul style="list-style-type: none"> 34% offer eligibility for 1-3 months and 34% for 3-6 months.
Monthly benefit: 60% Maximum monthly benefit: \$3000	<ul style="list-style-type: none"> 60% is average monthly benefit 	<ul style="list-style-type: none"> 60% is average monthly benefit. \$8,637 is average maximum ltd benefit.
Elimination period: 6 months	<ul style="list-style-type: none"> 180 days is most common elimination period 	<ul style="list-style-type: none"> 4.1 months is average elimination period.
Employee premium: 100% employer paid	<ul style="list-style-type: none"> Only one plan provided for 100% employee paid; 3 plans provided for 100% employer paid 	<ul style="list-style-type: none"> 76% of the plan is paid for by employer.
Short Term Disability		
Effective date: No plan offered	<ul style="list-style-type: none"> 42% participants offered STD 	<ul style="list-style-type: none"> 75% organizations offer STD.

Weekly benefit: % N/A	<ul style="list-style-type: none"> 60% is average weekly benefit, with maximum ranging from \$750 to \$5,000 	<ul style="list-style-type: none"> 72% is average percentage of pay benefit. Average maximum weekly benefit is \$1,136.
Maximum duration: N/A	<ul style="list-style-type: none"> Maximum duration ranges from 9 weeks to 104 weeks 	<ul style="list-style-type: none"> 20.8 is average number of weeks to receive benefits.
Employee premium: N/A	<ul style="list-style-type: none"> 60% require 100% employee paid; 40% require 100% employer paid 	<ul style="list-style-type: none"> 82% is the average employer contribution

Life Insurance		
Eligibility: first of month after h.	<ul style="list-style-type: none"> 92% participants provide life insurance with eligibility within the first 30 days 	<ul style="list-style-type: none"> Initial eligibility is distributed evenly between hire date, 1-30 days and 31-60 days.
Benefit: \$10,000; commissioned police \$85,000 Dependent coverage available for purchase	<ul style="list-style-type: none"> 55% offer flat amount benefit, with \$21,000 being average amount 	<ul style="list-style-type: none"> \$20,000-\$50,000 is flat dollar amount provided; 186% is average multiple of salary. \$338,226 is average life insurance maximum benefit.
Employee premium: Employee contributes 0%; employer contributes 100%.	<ul style="list-style-type: none"> 82% are employer-paid premiums 	<ul style="list-style-type: none"> 98% are 100% employer paid.
Employee Assistance Plan		
Offered: Yes	<ul style="list-style-type: none"> 100% participants offer EAP 	Not reported
Educational Assistance		
Required certification/coursework/and non-job related coursework offered with \$5,000 maximum.	92% offer some type of educational assistance, with job related courses being most commonly offered, with average maximum at \$1,220	85% offer educational assistance, with variation on eligibility ranging from immediately to one year. Work-related course work reimbursement is the most common benefit offered. \$3,145 is the average annual maximum.
Section 125 Plan		
Pre-tax premium, medical spending account (\$2,000 maximum) and dependent care spending account offered (\$5,000 maximum.	91% offer pre-tax premium, medical spending account with \$3,843 average, and dependent care spending account	<ul style="list-style-type: none"> 90% offer pre-tax premium. The average maximum benefit for medical spending is \$3,596. Most offer dependent care reimbursement.
Retirement Benefits		
Retirement Plan		
Provides 4 plans: KPERS, defined benefit for police, defined contribution for non-police, and 457 plan	<ul style="list-style-type: none"> 77% respondents offer two options: defined benefit plan and deferred compensation plan/401(K) 	<ul style="list-style-type: none"> 40% respondents have defined benefit plan. Of these 30% indicated the plan is a cash balance plan. 73% respondents provide a 401K plan. 76% provide a profit sharing plan.
Time Off Benefits		
Vacation		
Initial year of employment: 11 days accrued to be taken following 90 days of service	<ul style="list-style-type: none"> 9 vacation days is average for initial year, with 180 days being the most common eligibility date 	<ul style="list-style-type: none"> 43% offer vacation within first year.

<p>After 1 year of employment: 11 days After 3 years of employment: 11 days 5 years of employment: 11 days 7 years of employment: 15 days 10 years of employment: 15 days 15 years of employment: 20 days 20 years of employment: 20 days</p>	<p>Average vacation days: After 1 year: 11 After 3 years: 12 After 5 years: 15 After 7 years: 16 After 10 years: 18 After 15 years: 22 After 20 years: 24</p>	<p>Average vacation days; After 1 year: 11 After 3 years: 11 After 5 years: 15 After 7 years: 17 After 10 years: 19 After 15 years: 21 After 20 years: 22</p>
<p>Year end/Carry over provisions: Next year's accrual may be carried over; rest forfeited Paid out upon termination of employment.</p>	<ul style="list-style-type: none"> • 100% provided for carry over, with 2x annual accrual being most common • 100% provided for pay out upon termination 	<ul style="list-style-type: none"> • A large majority allow for carry over into the next year, with 80 hours being the average. • A large majority pay vacation out at termination.

Sick Time		
Eligibility to take paid sick time: after 3 months	<ul style="list-style-type: none"> 77% respondents allowed for eligibility immediately 	<ul style="list-style-type: none"> Majority allow for immediate sick time.
Sick time allowance: 12 days per year	<ul style="list-style-type: none"> Majority of respondents provide for 12 days/year 	<ul style="list-style-type: none"> Sick time is initially provided at 7 days/year and progresses to 14 days after 10 years.
Year end/carry over provisions: 140 days allowed for carry over. Forfeited upon termination of employment.	<ul style="list-style-type: none"> 92% allow for carry over into next year, with unlimited days being most common Majority do not allow pay out upon termination 	<ul style="list-style-type: none"> The majority allow for carry over into the next year, with 20 days being the maximum amount carried over. A large majority do not pay out sick leave upon termination.
Personal Days		
None	<ul style="list-style-type: none"> 38% respondents allow 1-3 annual personal days 	<ul style="list-style-type: none"> Personal time is provided initially at 3 days and progresses to 4 days after 5 years.
Holidays		
9 paid days per year. 1 floating paid holidays.	<ul style="list-style-type: none"> 10 paid holidays per year is average 1 floating holiday is most commonly offered 	<ul style="list-style-type: none"> 10 paid holidays per year is average.
Bereavement Leave		
Days of paid leave for immediate family members: 3 Days of paid leave for other family members: 1	<ul style="list-style-type: none"> 85% offer 3 days for immediate family 54% offer 3 days for other family members; 31% offer 1 day 	Not reported.
Paid Jury Duty Leave		
Paid leave for unlimited duration.	<ul style="list-style-type: none"> 100% respondents offer paid jury leave 	<ul style="list-style-type: none"> The majority offer full pay
Paid Military Leave		
Training leave is unpaid. Service leave is unpaid.	<ul style="list-style-type: none"> 67% respondents offer paid training leave, with 10 days being the most common; 25% offer paid service leave. 	<ul style="list-style-type: none"> Large majority do not pay for annual military leave.
Medical Leave of Absence		
Employee required to use any accrued vacation or sick time for leave.	The majority do not provide paid medical leaves of absence unless it is paid through an employee's vacation, sick time or personal days.	Specifics not provided.
Family Medical Leave of Absence		
Employee required to use any accrued vacation or sick time for leave.	The majority do not provide paid medical leaves of absence unless it is paid through an employee's vacation, sick time or personal days. 12 weeks is the maximum length.	Specifics not provided.
Personal Leave of Absence		
Employee required to use any accrued vacation or sick time for leave.	The majority do not provide paid personal leaves of absence; of those that do, the maximum length ranges from 4 weeks to 24 weeks.	Specifics not provided.

Other Benefits

Casual dress, company picnics/parties, fitness center discount, flu shots, long term care insurance, dependent life insurance, credit union membership, and service awards offered.

69% offered flexible work schedules, service awards and wellness programs. 46% offered credit union. 33% offered employee discounts and long-term care insurance. Other representative benefits offered include casual dress and parties/picnics/dinners.

The most common benefits offered are EAP, flu shots, parties/picnics, and service awards.

**2006 City of Prairie Village Benefits Survey Results
PPO Plan Summary**

	Gardner, KS	Bonner Springs, KS	Bonner Springs, KS (2)	Grandview, MO	Grandview, MO (2)	Olathe, KS	Raytown, MO(1)	Raytown, MO (2)	Johnson County, KS	Wyandotte County, KS	Lenexa, KS	%Yes	%No	Count Yes	Count No	Responses	Average
Enrollment eligibility (days)	0	0	0			30			0	30	0					7	8.57
EE Only Premium	275.00	379.00	275.00	375.00	272.00	399.65	375.00	272.00	398.00	354.63	548.00					11	\$356.66
ER Portion	262.00	379.00	275.00	247.80	245.55	399.65	323.62	272.00	287.00	354.63	438.00					11	\$316.75
EE Portion	13.00	0.00	0.00	127.20	26.45	0.00	51.38	0.00	111.00	0.00	110.00					11	\$39.91
EE + Spouse Premium (or EE + 1)	660.00	909.00	660.00	900.00	653.00				796.00	985.07	1234.00					8	\$849.63
ER Portion	96.00	700.00	660.00	539.60	509.90				547.00	827.47	1024.00					8	\$613.00
EE Portion	564.00	209.00	0.00	360.40	143.10				249.00	157.60	210.00					8	\$236.64
EE + Children Premium	660.00	909.00	660.00	900.00	653.00		900.00	653.00	796.00	985.07						9	\$790.67
ER Portion	96.00	700.00	660.00	539.60	509.90		543.60	457.10	547.00	827.47						9	\$542.30
EE Portion	564.00	209.00	0.00	360.40	143.10		358.40	195.90	249.00	157.60						9	\$248.38
Family Premium	715.00	985.00	715.00	975.00	708.00	969.50	975.00	708.00	1154.00	985.07	1715.00					11	\$964.05
ER Portion	106.00	700.00	700.00	584.92	530.98	775.50	588.90	212.40	825.00	827.47	1405.00					11	\$659.65
EE Portion	609.00	285.00	15.00	390.08	177.02	194.00	386.10	495.60	329.00	157.60	310.00					11	\$304.40
In-Network																	
Individual Deductible	600	300	500	300	500	0	300	500	300	0	250					11	\$322.73
Family Deductible	1500	900	1500	1500	1500	0	900	1500	600	0	500					11	\$945.45
Office Copay \$		20		20PCP/40 specialist		15	\$20PCP, \$40 specialist		15	20	20					5	\$18.00
Office Copay %	20%		20%		80			80%								4	\$20.30
Office visit subject to deductible?	yes	yes	yes		yes				no	no		67%	33%	4	2	6	
Hospitalization Coinsurance %	20%	10%		90%	80%	90-95%	90%	80%	20-Mar							7	\$11.96
Hospitalization Copay \$	300	250	300							200.00	50					5	\$220.00
Individual Annual OOP	2,500	300	500	1,500	2,500	500	1,500	2,500	1,500		1,000					11	\$1,300.00
Family Annual OOP	5,000	900	1,500	3,000	5,000	1,000	3,000	5,000	3,000		2,000					11	\$2,672.73
Individual Lifetime Max	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000		2,000,000	2,000,000	2,000,000	none	2,000,000					9	\$2,000,000
Out-of-Network																	
Individual Deductible	700	500	700	500	700	400	500	700	300.00	500.00	500					11	\$545.45
Family Deductible	2,100	1,500	2,100	1,500	2,100	800	1,500	2,100	300.00	1500.00	1,000					11	\$1,500.00
Office Copay \$																0	
Office Copay %	40%		40%	70%	60%	70%	70%	60%	60%	30%	60%					10	56%
Office visit subject to deductible?	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes		100%	0%	9	0	9	
Hospitalization Copay %	40%	20%	10%	70%	60%	70%	70%	60%	60%	30%	\$50					11	49%
Individual Annual OOP	5,000	500	700	3,000	5,000	4,000	3,000	5,000	3,000	3,000	2,000					11	\$3,109.09
Family Annual OOP	10,000	1,500	2,100	6,000	10,000	8,000	6,000	10,000	6,000	6,000	4,000					11	\$6,327.27
Individual Lifetime Max	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000					10	\$2,000,000.00
Prescription Drug Coverage																	
Individual Deductible		1,000	2,000								0					3	\$1,000.00
Family Deductible		1000/e	2000													1	\$2,000.00
Retail Generic	35% to \$50		35%	16	35% up to \$50	10	25% up to \$50	35% up to \$50	4	7	10					6	
Retail Name Brand	45% to \$100		45%	40	45% up to 100	20	40% up to \$100	15% up to \$100	18	30	20					6	
Retail Non-formulary	50% to \$150		50%	60	50% up to 150	40	\$50 up to \$150	50% up to 150	40							4	
Mail Order Generic	20	16	20		20	20	16	20	8	14	20					10	\$17.40
Mail Order Name Brand	60	40	60		60	40	40	60	36	60	40					10	\$49.60
Mail Order Non-formulary	100	80	100		100	80	80	100	80							8	\$90.00

2006 City of Prairie Village Benefits Survey Results
HMO Plan Summaries

	City of Prairie Village, KS	Leawood, KS	Lenexa, KS	Overland Park, KS	Gardner, KS	Grandview, MO	Olathe, KS	Raytown, MO	Shawnee, KS	Johnson County, KS	Jackson County, MO	Responses	Average
Enrollment eligibility	30	0	0	0	0		30		30	0	15	8	9.375
EE Only Premium	288.41	277.52	348	318.9	285	282	409.65	282	315.47	345	303.48	10	\$316.70
ER Portion	288.41	277.52	289	318.9	262	254.2	399.65	284.8	315.47	287	288.48	10	\$295.70
EE Portion	0	0	59	0	23	27.8	10	17.2	0	58	15.00	10	\$21.00
EE + Spouse Premium (or EE + 1)	698.07	740.7	745		683	676				689		5	\$706.74
ER Portion	579.4	555.42	630		564	527.65				547		5	\$564.81
EE Portion	118.67	185.28	115		119	148.35				142		5	\$141.93
EE + Children Premium	698.07	740.7			683	676		676		689		5	\$692.94
ER Portion	579.4	555.42			564	527.65		444.13		547		5	\$527.64
EE Portion	118.67	185.28			119	148.35		231.87		142		5	\$165.30
Family Premium	1028.74	740.7	993	1072.64	740	733	989.5	733	870.15	998	843.68	10	\$871.37
ER Portion	771.55	555.42	843	919.32	609	549.5	775.5	481.58	781.95	825	688.56	10	\$700.88
EE Portion	257.19	185.28	150	153.32	131	183.5	214	251.42	88.2	173	175.12	10	\$170.48
Office Copay \$	\$20	\$20 in ntwk; 30% out of network	15	25	20/40	\$20 PCP/ \$40 specialist		\$20 PCP, \$40 specialist		\$15 PCP or \$30 special	\$10	3	\$16.67
Hospitalization Copay \$		\$500 in ntwk; 30% out of network	50	200	100/day	\$100 copay/day up		\$100 copay/day up		200	\$100	4	\$137.50
Hospitalization Coinsurance	20											0	
Individual Annual OOP	2000	1000/5000 (in/out)	750	1500	n/a			n/a		1000 (IH)	2,500	3	\$1,583.33
Family Annual OOP	4000	2000 in ntwk; 10,000 out of ntwk	1500	3000	n/a			n/a		n/a	500	3	\$1,666.67
Individual Lifetime Max	none	1,000,000 out of network	2,000,000	unlimited	2,000,000	2,000,000		2,000,000		2,000,000	unlimited	5	\$2,000,000
Prescription Drug Coverage													
Retail Generic	7	10	10	10	10	10		10		4	10	8	\$9.25
Retail Name Brand	30	25	20	25	30	30		30		18	25	8	\$25.38
Retail Non-formulary	50	40		50	50	50		50		40	45	7	\$46.43
Mail Order Generic	17.5	25	20	20	20	20		20		8	\$3Xcopay	7	\$19.00
Mail Order Name Brand	75	62.5	40	50	60	60		60		36	\$3Xcopay	7	\$52.64
Mail Order Non-formulary	125	100		100	100	100		100		80	\$3X Copay	6	\$96.67

**2006 City of Prairie Village Benefits Survey Results
POS Plan Summaries**

	City of Prairie Village, KS	Overland Park, KS	Shawnee, KS	Leawood, KS	%Yes	%No	Count Yes	Count No	Responses	Average
Enrollment eligibility			0	0					2	0
EE Only Premium	356.89	369.92	343.89	277.52					3	\$330.44
ER Portion	288.41	369.92	343.89	277.52					3	\$330.44
EE Portion	68.48	0	0	0.00					3	\$0.00
EE + Spouse Premium (or EE + 1)	863.82			740.70					1	\$740.70
ER Portion	579.4			555.42					1	\$555.42
EE Portion	284.42			185.28					1	\$185.28
EE + Children Premium	863.82			740.70					1	\$740.70
ER Portion	579.4			555.42					1	\$555.42
EE Portion	284.42			185.28					1	\$185.28
Family Premium	1273	1244.26	952.56	740.70					3	\$979.17
ER Portion	771.55	1005.24	781.95	555.42					3	\$780.87
EE Portion	501.45	239.02	170.61	185.28					3	\$198.30
In-Network										
Individual Deductible	0	n/a		0					1	\$0.00
Family Deductible	0	n/a		0					1	\$0.00
Office Copay \$	20	25		20					2	\$22.50
Office Copay %									0	
Office visit subject to deductible?	no	no		no	0%	100%	0	2	2	
Hospitalization Copay \$	250	200							1	\$200.00
Hospitalization Copay %				10%					1	\$0.10
Individual Annual OOP	none	1500		3,000					2	\$2,250.00
Family Annual OOP	none	3000		6,000					2	\$4,500.00
Individual Lifetime Max	none	unlimited							1	\$0.00
Out-of-Network										
Individual Deductible	2500	200		1,000					2	\$600.00
Family Deductible	5000	500		2,000					2	\$1,250.00
Office Copay \$									0	
Office Copay %	20	30%R&C%		30%					1	\$0.30
Office visit subject to deductible?				yes	100%	0%	1	0	1	
Hospitalization Copay \$									0	
Hospitalization Copay %		30%R&C%		30%					1	\$0.30
Individual Annual OOP	5000	3000		5,000					2	\$4,000.00
Family Annual OOP	10000	3000		1,000					2	\$2,000.00
Individual Lifetime Max	1,000,000	1,000,000		1,000,000					2	\$1,000,000
Prescription Drug Coverage										
Retail Generic	7	10		10					2	\$10.00
Retail Name Brand	30	25		25					2	\$25.00
Retail Non-formulary	50	50		40					2	\$45.00
Mail Order Generic	17.5	20		25					2	\$22.50
Mail Order Name Brand	75	50		62.5					2	\$56.25
Mail Order Non-formulary	125	100		100					2	\$100.00

**2006 City of Prairie Village Benefits Survey Results
Dental Plan Summary**

	Prairie Village	Gardner, KS	Bonner Springs, KS	Grandview, MO	Overland Park, KS	Olathe, KS	Raytown, MO	Raytown, MO(2)	Johnson County, KS	Wyandotte County, KS	Leawood, KS	Jackson County, MO	Jackson County, MO (2)	Shawnee, KS	Lenexa, KS	Average
Type of Plan	Indemnity	PPO			PPO		HMO	PPO	PPO	PPO		DMO	Indemnity	Indemnity	DMO	
Enrollment eligibility	30	0	0		0	0		0	30	30	0	0	15	0	0	4.09
EE Only Premium	18.54	29	29	29	30.76	16.98	10.29	28.75	30.5	27.02	25.05	9.96	12.26		47.00	\$25.04
ER Portion	18.54	0	0	29	30.76	16.98	7.20	7.20	3.00	27.02	25.05	4.98	7.28	26.49	39.00	\$16.00
EE Portion	0	29	29	0	0	0.00	3.09	21.55	27.50	0.00	0.00	4.98	4.98	26.49	8.00	\$11.04
EE + Spouse Premium (or EE + 1)	35.04		69		65.76		16.52	53.40	60.50	76.65	81.15	16.30	22.74	0.00	89.00	\$50.09
ER Portion	18.54		0		30.76		11.56	11.56	5.00	63.49	25.05	8.16	8.16		74.00	\$23.77
EE Portion	16.5		69		35		4.96	41.84	55.50	12.16	56.10	8.14	14.58		15.00	\$31.23
EE + Children Premium	35.04		69						60.50	75.65	81.15					\$71.58
ER Portion	18.54		0						5.00	63.49	25.05					\$23.39
EE Portion	16.5		69						55.50	12.16	56.10					\$48.19
Family Premium	64.58	69	69	69	98.94	71.92	25.16	84.07	78.50	1.15	81.15	25.12	40.94	82.39	131.00	\$66.24
ER Portion	18.54	0	0	34.5	30.76	58.92	17.61	17.61	7.00	63.49	25.05	12.56	28.38	26.86	109.00	\$30.84
EE Portion	46.05	69	69	34.5	68.18	13.00	7.55	66.46	71.50	12.16	56.10	12.56	12.56	55.53	22.00	\$40.72
Individual Deductible	50	50	50	50	25				50.00	0.00	25	0	50	50	na	\$35.00
Family Deductible	150	150	150	150	75					0.00	75	0		150	na	\$93.75
Preventive Care Coinsurance	80	0	100%	100%	0%			varies	0%	0%					0	29%
Subject to deductible?	yes	no	no						no	no					no	No
Basic Care Coinsurance		20%	20%	80%	20%				20%	0%				80%	0%	30%
Major Service Coinsurance		50%	50%	50%	50%				50%	50%				50%	20%	46%
Annual Maximum	1,000	1,250	1,250	1,250	1,500			1,000	1500.00	1500.00	1,000		1,500	2,000	1,500	\$1,271
Orthodontia Coinsurance		50%							50%	50%					10%	40%
Orthodontia Maximum		1,250	1,250	1,250	2,000				1500.00	1500.00	1,500			2000	1,500	\$1,528

2006 City of Prairie Village Benefits Survey Results
Vision Plan Summary

	Prairie Village	Gardner, KS	Bonner Springs, KS	Grandview, MO	Overland Park, KS	Olathe, KS	Raytown, MO	Johnson County, KS	Wyandotte County, KS	Leawood, KS	Jackson County, MO	Shawnee, KS	Lenexa, KS	Total Responses	Number indicating no Plan
Type of plan	included in medical	included in medical	included in medical	included in medical	included in medical	included in medical		discount plan included in medical		included in medical	none	included in medical	included in medical	10	1
Enrollment eligibility						1st of month after 30 days		1st of month	30 days				30-Jan		
EE Only Premium								9.26	3.66						
ER Portion								9.26	3.66						
EE Portion								0	0.00						
EE + Spouse Premium (or EE + 1)								9.26	10.04						
ER Portion								0	8.44						
EE Portion								0	1.60						
EE + Children Premium								9.26	10.04						
ER Portion								9.26	8.44						
EE Portion								0	1.60						
Family Premium								9.26	10.04						
ER Portion								9.26	8.44						
EE Portion								0	1.60						
Office visit/eye exam benefit	\$20	\$10 copay	100%	\$10 copay	\$25 ee pays	\$200 per person per year for all services	\$10 copay	\$10 copay	\$10 copay	\$20		15 copay	100%		
Frequency	biannually	annual	annual	annual	annual		annual	once/year	once/year	every other year		every other year	annually		
Lenses		\$15 copay	100%	\$15 copay	0		15 copay	\$25 copay	\$20 copay				20%		
Frequency		annual	annual	annual			annual	once/year	once/year				annually		
Frames		up to \$105	100%	\$105 allowed	0		15 copay	\$130 max	\$20 copay				20%		
Frequency		24 months	2 years	2 years			2 years	2 years	every other year				annually		
Contacts		up to \$105	\$105	\$105 allowed	0		0	130 max	\$125				15%		
Frequency		annual	annual	annual			annual	1 year	2 years				annually		

2006 City of Prairie Village Benefits Survey Results
Disability, Life Insurance, EAP Section 125 Summary

	Prairie Village	Gardner, KS	Bonner Springs, KS	Grandview, MO	Overland Park, KS	Olathe, KS	Raytown, MO	Johnson County, KS	Wyandotte County, KS	Leawood, KS	Jackson County, MO	Shawnee, KS	Leneza, KS	%Yes	%No	Count Yes	Count No	Response	Average	
Short Term Disability	none	none	none			none		none	none	none										
Eligibility to Enroll (days)					0			0			90		0					4	23	
ER Premium %				0%	0%			0%			100%		100%					5	40%	
EE Premium %				100%	100%			100%			0%		0%					5	60%	
Percentage of pay benefit					60%			60%			60%		60%					4	60%	
Maximum weekly benefit					6000/mo, 1500/week			750			5000		1,500					4	\$2,417	
Flat amount benefit																		0		
Elimination period accident (days)					15 or 30			14			90		14					4	39	
Elimination period illness (days)					15 or 30			14			90		14					4	39	
Maximum duration (weeks)					9			26			104		26					4	41	
Long Term Disability		yes				Tied to KPERs pension plan			none				none							
Eligibility to Enroll (days)	1st of month-30 days		1st day employed through KPERs				365 days			90	90							4	90	
ER Premium %	100%				100%			100%		100%	0%							5	75%	
EE Premium %	0%				0%			0%		0%	100%							4	25%	
Percentage of pay benefit	60%		through KPERs		60%			60%		60%								4	60%	
Maximum monthly benefit	3,000				no max for non-commissioned; 3000 for police/fire													1		
Flat amount benefit										Yes								1		
Elimination period (days)	180		180		180		180			90								4	158	
LIVAD&D																				
Eligibility to Enroll (days)	1st of month-30 days	0-30	1st day employed		1st of month	1st of month after hire date	1st of month	30 days	1				38747					8	19374.00	
ER Premium %	100%	100%	8%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%					10	91%	
EE Premium %	0%	0%		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%					9	0%	
Percentage of pay benefit			150% annual salary	5x salary	2.5 x salary for non-commissioned; 350,000 for police/fire			50%		1.5								5		
Maximum benefit				350000?	200,000 non-commissioned; 350000 police/fire													2		
Flat amount benefit	\$10,000; \$85,000 commissioned police	15,000				10,000		10,000			15,000	50000	30,000					6	\$21,666.67	
EE Supplemental Offered		yes	no	yes	yes	yes	yes	yes	yes	yes	no		yes	80%	20%	8	2	10		
Supplemental EE Life maximum				350,000	100,000	500,000	250,000	5 x salary					500,000					6	\$340,000	
Dependent life offered?	yes	yes	yes	yes	yes	yes	yes	yes	no	yes	yes	yes	yes	91%	9%	10	1	11		
EAP																				
EAP Plan Offered?	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	100%	0%	12	0	12		
Section 125																				
Pre-tax premium	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes		yes	yes	100%	0%	10	0	10		
Medical Spending Account	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	100%	0%	10	0	10		
Annual Max	2,500	5,000		5,500	2,500	3,250	4,000	2,500	3,000				5,000					8	\$3,843.75	
Dependent Care Spending Acct	yes	yes		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	100%	0%	10	0	10		

**2006 City of Prairie Village Benefits Survey Results
Paid Time Off and Other Benefits Summary**

	Prairie Village	Gardner, KS	Bonner Springs, KS	Grandview, MO	Overland Park, KS	Olathe, KS	Raytown, MO	Kansas City, MO	Shawnee, KS	Johnson County, KS	Wyandotte County, KS	Leawood, KS	Lenexa, KS	Jackson County, MO	Responses	Average
Vacation																
Eligibility (days)	90	0	0	180	180 days			180		180	365	180	0	180	10	141
Days earned:															0	
In first year	11	10	12	10	10	10	12	5		12	0	10	10	10	12	9
After 1 year	11	10.5	12	12	10	10	12	10	14		11	10	11	10	12	11
After 3 years	11		12		10	10	12	10	17		11	10	13	10	10	12
After 5 years	11		15	15	15	15	15	15	17		17	10	15	15	11	15
After 7 years	15		15		15	15	15	15	21		17	10	17	15	10	16
After 10 years	15		15	17	15	18	18	17	21		20	15	20	20	11	18
After 15 years	20		21	20	20	20	21	20	27		25	20	20	25	11	22
After 20 years	20		21		25		24	20	29		28	20	20	25	9	24
Can employees carry over at year end?	Yes	Yes	yes	yes	Yes	yes	yes	yes		yes	yes	yes	yes	yes	12	100% Yes
Maximum accrual	next year's accrual	1.5 x annual rate	480	232	2x annual	2x amt earned	240	1.5 x amt earned in year		2x accrual	2 yrs accrued & unused vacation	200	240	240	12	272
Paid out at termination?	Yes	Yes	yes		yes	yes	yes	yes		yes	yes		yes	yes	10	100% Yes
Sick																
Eligibility (days)	90	0	0		0	0	90	0		0	0	0	0	0	11	91% Yes
Days earned per year	12	12	12	96	12	12	12	12	12	12	15	12	12	12	13	19
Can unused days carry over to next year?	yes	yes	yes	yes	yes	yes	yes	yes		yes	yes	no	yes	yes	12	92% Yes
Max accrual	140	1040 hours	480	unlimited	unlimited	unlimited	unlimited	3000 hrs exempt; 2080 nonexempt		n/a	no max		no limit	12	11	46% Reported Unlimited
Paid out at termination?	No	no	No	No	Yes	no	No	yes		yes	yes	no	no	yes	12	42% Yes
Personal Time																
Eligibility (days)							1-1 each year			360	90	0			4	N/A
Days earned per year							1			1	3	2			4	2
Can unused days carry over to next year?		no					no			no	no	no			5	5 Responded No
Max accrual																
Paid out at termination		yes					no			yes	no	no			0	
Paid Holidays																
Standard holidays	9	10	10	9	8	10.5	10	10	10	9	11	8	9	11	13	10
Floating/EE designated or pers days	1	1	1	1	3	0		1		3	0	0	2	1	11	1
Total	10	11	11	10	11	10.5	10	11	10	12	11	8	11	12		

**2006 City of Prairie Village Benefits Survey Results
Paid Time Off and Other Benefits Summary**

	Prairie Village	Gardner, KS	Bonner Springs, KS	Grandview, MO	Overland Park, KS	Olathe, KS	Raytown, MO	Kansas City, MO	Shawnee, KS	Johnson County, KS	Wyandotte County, KS	Leawood, KS	Lenexa, KS	Jackson County, MO	Responses	Average
Jury Duty																
Paid?	yes	yes	yes		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	12	100% Yes
Max days paid			n/a		unlimited	n/a	unlimited	unlimited		10	unlimited		unlimited	n/a	9	
Military Leave																
Annual Training paid?	no	no	yes		yes	yes	yes	yes	yes	yes	no	no	no	yes	12	67% Yes
Max paid days			10		10	10	90	14	10	10				15	8	21
Service leave paid?	no	no	no		no	yes	yes	no	optional	yes	no	no	no	no	12	25% Yes
Max paid days						accrued time	90	26 weeks							3	90
Benefits continued?			yes		yes	yes	yes		yes		yes	no	yes	yes	9	89% Yes
Length of benefit continuation					remainder of mo plus 1 addl month	one year	90		depends on leave, 6 months	4 weeks	31 days for med, leave dates & retiremt continue		unlimited	depends on leave	8	90
Bereavement Leave																
Paid?	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	13	100% Yes
Immediate family	3	3	3	3	3	5	1	3	3	3	3	3	3	3	13	3
Other family	1	3	3	1	0	3	0	1	1	3	3	1	3	3	13	2
Medical Leaves of Absence																
Paid?	no	no	no		yes	no		yes		yes	no		no	no	9	33% Yes
Full pay?					yes			yes		yes					3	3 Responded Yes
Maximum # days					varies			30		180					3	105
Use vacation/sick/pers'l for unpaid?	yes	no	yes		yes	yes		yes		yes	yes		yes	yes	9	89% Yes
Required	Yes		yes		yes	both		yes		no	yes		no		7	57% Yes
Maximum length (in weeks)			12		varies	12	12				12		12	n/a	7	12
Family Leaves of Absence																
Paid?	no	no	no		yes	no		yes		yes	no	both	no		9	33% Yes
Full pay?					yes			yes		yes		yes			4	
Maximum # days					10			480		365		84			4	235
Use vacation/sick/pers'l for unpaid?	yes	no	yes		yes	yes		yes		yes	yes	yes	yes		9	89% Yes
Required	Yes		yes		yes	both		yes		no	no	yes	no		8	50% Yes
Maximum length (in weeks)			12		varies	12	12	12		52	12	12			8	18

**2006 City of Prairie Village Benefits Survey Results
Paid Time Off and Other Benefits Summary**

	Prairie Village	Gardner, KS	Bonner Springs, KS	Grandview, MO	Overland Park, KS	Diathe, KS	Raytown, MO	Kansas City, MO	Shawnee, KS	Johnson County, KS	Wyandotte County, KS	Leawood, KS	Lenexa, KS	Jackson County, MO	Responses	Average
Personal Leaves of Absence																
Paid?	no	no	no		yes/no	no		no		yes	no	no	no		9	89% No
Full pay?										yes					1	
Maximum # days					varies			30		30					3	30
Use vacation/sick/pers'l for unpaid?	yes	no	yes		yes		yes	yes		yes	yes		yes		8	88% Yes
Required	Yes		yes		yes		yes	yes		no			no		7	57% Yes
Maximum length (in weeks)			4		varies	16	12			dept approval	24				6	14
Educational Assistance																
Eligibility	1 year		360		360	180		180					0	0	6	180
Annual max - required courses	5000		n/a			varies							no max		3	
Annual max - job related	5000		600	500	2500	1500	100% if A; 75% if B; 50% if C	75% credit amt	80% up to 2,000	x		1000	no max	n/a	11	\$1,220
Annual max - non-job related	5000		600			1500		75% credit amt					no max		4	\$1,050
Other								grad related coursework							1	
Other Benefits																
Adoption Assistance Max															0	
Casual dress	x		x		x								x	x	4	
Child care discount/subsidy								x							1	
Parties/picnics/dinners	x				x	x		x					x		4	
Concierge service															0	
Credit Union				x	x			x	x		x			x	6	
Employee Discount						x		x		x	x		x		5	
Fitness center discount/subsidy						x		x			x				3	
Fitness center on-site	x			x	x							x			3	
Flexible work schedules										x		x	x		3	
Flu shots	x	x	x		x	x				x	x	x	x	x	9	
Job sharing					x								x		2	
Long-term care insurance	x				x	x		x					x	x	5	
Matching charitable contrib															0	
Sabbatical															0	
Family member scholarship															0	
Service awards	x	x		x	x	x		x			x	x	x	x	9	
Wellness program		x	x		x	x		x		x	x	x	x	x	9	
Other															0	

**2006 City of Prairie Village Benefits Survey Results
Retirement Summary**

Municipality	Defined Benefit Plan	Deferred Compensation Plan	401(k) Plan
City of Prairie Village	<p>KPERS: 1-year waiting period. Employee contributes 4% pre-tax. Final avg salary and yrs of service determine retirement income, not how much is contributed. Includes disability, military and death benefits. Retirement at age 65, age 62 with 10 yrs/srv or age & yrs/svc.=85. Benefit is final avg salary x. statutory multiplier (1.75%) x yrs/service.</p> <p>Defined Benefit for Police: 4% employee contribution plus City contribution; eligible after 1 yr; various formulas for calculating benefit—generally, 2.5% of avg monthly comp x yrs of credited service; gradual vesting over 15 years; normal retirement age is 20 yrs service or age 55 and 5 yrs plan participation.</p> <p>Supplemental Pension Benefit Plan: Full-time city employees eligible/join plan on 1-1 after hire date; City contributes 5% with \$2,500 cap; gradual vesting over 11 years or age 55 or disabled; normal retirement date is age 55.</p>	<p>457 plan: employee may defer up to \$15,000 for 2006. Contributions/earnings not taxed until received. Plan is portable. May withdraw funds upon retirement, separation, unforeseeable emergency or death.</p>	
Gardner, KS	State Defined Benefit Pension Plan based on years of svc & final avg salary	ICMA 457 plan	
Bonnor Springs, KS	KPERS & KP&F		
Grandview, MO	LAGERS which doesn't require employees to make contributions; City contributes 2.00% for gen'l ees and .70% for police/fire	ICMA-RC-457 Deferred comp/supplemental retirement. After 2 years in program, City matches ee contribution up to a max of 3.8%	
Overland Park, KS	Police/Fire plans: final avg salary x yrs svc.x 2%; state defined benefit pension plan: KPERS for non-commissioned ees—final avg salary x yrs svc x 1.75%; also Municipal Employees Pension Plan(non-commissioned employees) – base salary x 10%	Vol participation—fully funded by ee on pre-tax basis; funds not available until retirement/termination; ee may defer up to 100% of gross income or \$15,000, whichever is less	
Olathe, KS	KPERS & KP&F mandatory pension plan; state defined benefit pension plan: yrs of svc + age	457 Plan	
Raytown, MO	LAGERS, Missouri Local Govt Employees Retirement System): % allowance factor x avg sal x yrs of svc		
Kansas City, MO	Participation is mandatory in this plan 414A. Ret. Ben. Predetermined by specific formula. Only full time City employees eligible to contribute	Voluntary supplemental defined contribution plan. Employees may elect to participate in City's 457 deferred comp plan for as low as \$25/pay period. This is a vol. defined contribution plan that provides benefit based on accumulated employee contributions to the plan & investment gains/losses. Only full time City employees participate	
Johnson County, KS	State Defined Benefit Pension plan with 85 point rule (age & years of service)		Employer matches 2% with 5 years for full vesting

**2006 City of Prairie Village Benefits Survey Results
Retirement Summary**

Wyandotte County, KS	State defined benefit pension plan: KPERS & KP&F—# of years x 1.75% x the final average salary (highest 4 years average); 4% employee contribution, 4.80% employer contribution	Two plans offered: optional. 100% employee contribution	
Leawood, KS		457 plan:employee contributes any \$ amt or %; City will match up to 2.5%, vested after 5 years	
Jackson County, KS	1.5 years x years of service x average monthly earnings		
Shawnee, KS	KPERS (4% of gross with 4.63 City contribution) and KP&F (7% gross with 4.63 City contribution);City supplemental pension plan, with vesting after 5 years, funded solely by City	Optional plan – City contributes no money	
Lenexa, KS	1% x final avg salary x length of service		

Appendix C

**City of Prairie Village
Market Data Ranges**
(with variable range spread for specific classifications of jobs)

Employee Data			Current Range			Market Data			Original Proposed Range - By Individual Job				Proposed Range - By Individual Job				Pricing Strategy			
Employee	Employee	Job	Minimum	Midpoint	Maximum	06 Survey	Match	New Market	Proposed	Proposed	Proposed	Diff from	Proposed	Proposed	Proposed	Diff from	Diff from	Location	Industry	
Department	Title	Family	Annual	Annual	Annual	Data	Factor	Average	Min	MRP	Max	Current Mid	Min	MRP	Max	Current Min	Current Mid	Current Max	Scope	Scope
Admin	Receptionist	Admin 1	28,300	34,800	41,400	25,972	1.00	25,972	19,500	26,000	31,200	-25.3%	21,400	26,700	32,000	-24.3%	-22.7%	22,750	Local	Both
Admin	Admin Support Specialist	Admin 2	18,700	24,800	31,400	32,535	1.00	32,535	14,400	32,500	39,000	-6.6%	26,000	33,300	40,000	-5.7%	-4.3%	34,4%	Local	Both
Admin	Executive Assistant (NE)	Admin 3	13,000	19,500	26,200	45,874	1.00	45,874	32,900	43,900	52,700	10.9%	36,000	45,000	54,000	9.1%	13.6%	16.0%	Local	Both
Admin	Office Manager (Exempt)		33,000	39,800	46,300	45,555	1.00	45,555	34,200	45,600	54,700	15.2%	37,400	46,800	56,200	13.5%	18.2%	21.0%	Local	Both
Admin	Court Clerk	Court 1	28,200	34,800	41,400	31,359	1.00	31,359	23,600	31,400	37,700	-9.8%	25,800	32,200	38,600	-8.5%	-7.5%	-6.8%	Local	Public
Admin	Court Administrator	Court 2	41,400	51,900	61,200		1.00		38,500	51,300	61,600	0.6%	42,100	52,400	63,300	1.7%	2.5%	3.1%	State	State
Admin	Management Intern		28,800	36,900	44,400		1.00		32,800	43,300	52,700	13.0%	36,000	45,000	54,000	23.0%	33.0%	21.6%	Local	Both
Admin	Accounting Clerk		28,200	34,800	41,400	30,073	1.00	30,073	22,600	40,100	36,100	-11.3%	24,000	30,400	37,100	-12.6%	-11.2%	-10.4%	Local	Both
Admin	Management Assistant		28,800	36,900	44,400	60,620	1.00	60,620	45,500	60,600	72,700	63.6%	49,800	62,200	74,600	32.0%	63.9%	68.0%	Local	Public
Admin	Code Enforcement Officer		32,400	39,300	46,200	42,248	1.00	42,248	31,700	42,200	50,600	7.4%	34,600	43,300	52,000	6.8%	10.2%	11.0%	Local	Public
Admin	Building Inspector		33,600	42,300	51,000	45,693	1.00	45,693	34,300	45,700	54,800	8.0%	37,800	46,900	56,300	11.6%	10.9%	10.4%	Local	Both
Admin	Human Resources Specialist		40,200	48,900	57,600	47,236	1.00	47,236	35,500	47,300	56,800	-3.3%	38,800	48,300	58,200	-3.3%	-0.8%	1.0%	Local	Both
Admin	City Clerk		46,200	57,000	67,800	60,703	1.00	60,703	45,500	60,700	72,800	6.5%	49,800	62,900	74,800	7.8%	9.3%	10.3%	Regional	Both
Admin	Holding Official		46,200	55,500	64,800	65,480	1.00	65,480	49,100	65,500	78,600	18.0%	53,800	67,200	80,600	16.2%	21.1%	23.4%	Local	Both
Admin	Assistant City Administrator		69,600	80,700	91,800		1.00		60,500	80,700	96,800	10.0%	66,200	82,800	99,400	-4.9%	7.6%	8.3%	State	State
Admin	Finance Director		64,800	82,200	99,600	89,331	1.00	89,331	67,000	89,300	107,200	8.6%	73,300	91,800	109,900	13.1%	11.4%	10.3%	Regional	Both
Admin	City Administrator		88,800	99,000	109,200	120,288	1.00	120,288	90,200	120,300	144,400	21.5%	98,700	123,600	148,100	11.1%	24.6%	35.6%	National	Both
Public Works	Lawyer	PW 1	23,400	24,300	25,200	25,920	1.00	25,920	22,000	25,000	29,800	6.6%	22,600	26,600	31,000	-3.4%	9.8%	26.6%	Local	Both
Public Works	Maintenance Worker	PW 2	23,200	28,800	34,400	33,239	1.00	33,239	28,200	33,200	38,200	15.3%	29,000	34,100	39,200	15.1%	18.3%	26.2%	Local	Both
Public Works	Sr Maintenance Worker	PW 3	33,400	37,800	43,200		1.00		34,000	40,000	46,000	5.8%	34,900	41,000	49,200	7.7%	8.5%	13.5%	State	State
Public Works	Crew Leader	PW 4	33,600	41,400	49,200	47,950	1.00	47,950	40,700	47,900	53,100	15.7%	41,700	49,100	58,900	24.1%	18.6%	19.7%	Local	Both
Public Works	Mechanic		30,000	36,300	42,600	37,404	1.00	37,404	28,100	37,400	44,900	3.0%	36,700	38,400	46,100	2.9%	5.8%	8.2%	Local	Both
Public Works	Construction Inspector		33,600	41,600	51,600		1.00		34,200	45,700	54,800	7.3%	37,500	46,900	56,300	11.6%	10.1%	9.1%	State	State
Public Works	Manager of Engineering Services		50,400	62,700	75,000	56,959	1.00	56,959	49,100	65,100	78,600	4.5%	53,800	67,200	80,600	6.7%	7.3%	7.3%	Regional	Both
Public Works	Field Superintendent		72,200	85,000	97,800	69,473	1.00	69,473	64,300	59,100	70,900	31.3%	48,300	60,600	72,700	30.4%	34.7%	37.7%	Local	Both
Public Works	Public Works Director		72,000	85,200	98,400	94,473	1.00	94,473	70,900	94,500	113,400	10.9%	77,600	97,000	116,400	7.8%	13.8%	18.3%	National	Public
Safety	Police Officer	S 1	34,200	41,200	52,200	43,941	1.00	43,941	35,100	43,900	50,500	1.6%	36,000	45,000	56,300	5.3%	4.2%	7.9%	Local	Public
Safety	Police Corporal	S 2	44,200	53,900	69,400	52,330	1.00	52,330	47,100	52,300	60,100	2.7%	48,200	57,700	64,400	13.9%	5.5%	8.4%	Local	Public
Safety	Police Sergeant	S 3	48,000	57,900	66,000	66,754	1.00	66,754	43,800	66,800	73,000	20.6%	52,200	68,600	76,200	19.2%	14.8%	14.8%	Local	Public
Safety	Police Captain	S 4	58,400	74,400	89,400	81,338	1.00	81,338	61,000	81,300	97,600	9.3%	66,700	83,400	101,100	12.7%	12.1%	12.9%	Regional	Public
Safety	Police Chief	S 5	72,000	86,400	100,800	93,283	1.00	93,283	70,900	93,300	112,000	8.0%	76,600	97,700	118,600	6.4%	10.6%	15.9%	National	Public
Safety	Records Clerk		28,200	34,800	41,400	32,993	1.00	32,993	25,500	34,000	40,800	-2.3%	27,800	34,900	43,900	-1.1%	6.3%	1.2%	Local	Public
Safety	Community Service Officer		30,000	36,600	43,200	34,081	1.00	34,081	25,600	34,100	40,900	-6.8%	28,900	35,600	42,000	-8.9%	-6.4%	-1.1%	Local	Public
Safety	Property Clerk		26,200	34,800	41,400		1.00		27,000	36,000	43,200	34.4%	29,500	36,100	44,300	4.6%	6.0%	7.0%	State	State
Safety	Dispatcher		35,000	40,500	46,000	36,289	1.00	36,289	27,200	36,300	43,600	-10.4%	31,600	37,300	46,800	-4.2%	-8.1%	0.8%	Local	Public
Safety	Communications Supervisor		39,600	48,600	57,600	52,323	1.00	52,323	39,200	52,300	62,800	7.6%	42,800	51,700	64,900	8.0%	10.9%	11.8%	Local	Public

Police Officer Progression Schedule - 2006-2007									
Step	1	2	3	4	5	6	7	8	9
Step Increase	\$36,000	\$37,000	\$38,100	\$39,200	\$40,300	\$41,400	\$42,600	\$43,800	\$45,000
% Increase	2.84%								
Dollar Amount	\$36,000	\$37,125	\$38,250	\$39,375	\$40,500	\$41,625	\$42,750	\$43,875	\$45,000
% Increase		3.13%	3.03%	2.94%	2.86%	2.78%	2.70%	2.63%	2.56%

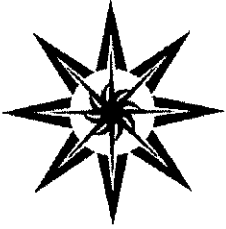
Police Officer Progression Schedule - 2007-2008									
Step	1	2	3	4	5	6	7	8	9
Step Increase	\$37,000	\$38,125	\$39,250	\$40,375	\$41,500	\$42,625	\$43,750	\$44,875	\$46,000
% Increase		3.04%	2.95%	2.87%	2.79%	2.71%	2.64%	2.57%	2.51%

Police Officer Progression Schedule - 2008-2009									
Step	1	2	3	4	5	6	7	8	9
Step Increase	\$37,900	\$39,025	\$40,150	\$41,275	\$42,400	\$43,525	\$44,650	\$45,775	\$46,900
% Increase		2.97%	2.88%	2.80%	2.73%	2.65%	2.58%	2.52%	2.46%

Other Percentages for Range Spread % Range Min 75% % Range Max 120%	Average 8.0% 9.6% 12.4%
Safety Job Family Percentages for Range Spread % Range Min 90% % Range Max 115%	Not Matched in the Market Study Matched in order of Review Policy Order Exception - Salary Progression Schedule
Police Officer Percentages for Range Spread % Range Min 80% % Range Max 115%	Other Percentages for Range Spread % Range Min 80% % Range Max 120%
Admin Percentages for Range Spread % Range Min 75% % Range Max 120%	Corporal & Sergeant Percentages for Range Spread % Range Min 90% % Range Max 120%
Public Works Family Percentages for Range Spread % Range Min 85% % Range Max 115%	Police Officer Percentages for Range Spread % Range Min 80% % Range Max 125%
Match Factor 15%	Public Works Family Percentages for Range Spread % Range Min 85% % Range Max 120%
	Dispatcher Percentages for Range Spread % Range Min 85% % Range Max 130%

* "Both" indicates the position was matched to both public and private survey data

Appendix D



City Council Policy: PP___ - WAGE/SALARY PROGRAM ADMINISTRATION
Draft

Effective Date: July 2006

Amends: PP___ - WAGE/SALARY PROGRAM ADMINISTRATION

Approved By:
Approval Date:

I. SCOPE

A. This policy applies to all regular, paid positions, full-time and part-time, exempt and non-exempt.

II. PURPOSE

To maintain a program of internally equitable and externally competitive salary opportunities.

III. RESPONSIBILITY

A. It is the responsibility of the City Council to approve annual salary ranges, personnel budgets and the Salary Administration Policy guidelines.

B. It is the responsibility of the City Administrator to administer the salary administration program in a fair and equitable manner.

IV. DEFINITIONS

A. Salary Range Minimum. The minimum of the respective pay range that is paid to all minimally qualified employees.

B. Market Reference Point(This is not a midpoint when you have asymmetrical ranges). The point in a respective pay range that is based upon external market data and competitive within the defined market area (local, regional or national) for similar positions.

C. Range Maximum. The maximum of a respective pay range the City has determined it will pay. It provides an upper limit to the amount of base salary an employee in that pay range may be paid and it reflects the maximum value of the position to the City.

V. POLICY

A. It is the policy of the City to provide pay opportunities that are competitive and that provide recognition to employees' individual efforts and contributions to the organization.

B. Salary Program Elements

1. Wage/Salary Classification.

a.) Each position in the City has been assigned a salary range that establishes the relative value of the position compared to other positions in the City.

2. Wage/Salary Ranges.

a.) Each position in the City has been assigned a wage/salary range.

b.) Employees will receive a wage or salary that is within the salary range limits of their respective position (See Salary Ranges attached).

- The salary range schedule is based on a monthly rate unless otherwise noted.

c.) An employee's base hourly rate, when multiplied by 2080 hours and divided by 12 months, cannot be less than the Salary Range Minimum nor can it exceed the Salary Range Maximum.

3. Wage/Salary Review.

a.) After the first year, reviews for potential pay increases are generally conducted once each year.

b.) Increases, if granted, are based on demonstrated job performance and competence exhibited during the course of the last year and within the budget parameters of the City.

c.) The first review date after employment will be established in the employment letter.

d.) Subsequent employee salary reviews are conducted annually.

e.) Increases are granted as a result of demonstrated performance, documented by a job-related performance appraisal by the employee's immediate supervisor, approved by the respective manager and approved by the City Administrator.

f.) The supervisor conducts the review personally after receiving approval form the respective department head and Human Resources for budgetary and policy compliance. This review normally takes place with the employee prior to the employee's evaluation date.

PP900 Wage/Salary Program Administration

- g.) An employee who has reached the Salary Range Maximum of his/her pay range is not eligible for a base salary increase, but may be eligible for a lump sum merit award which is based on the performance evaluation for the previous year..
4. Achievement Increases.
- a.) An employee who achieves significant education or certification after they are employed with the City may be entitled to an achievement increase as follows:
- .5% Thirty Hours of certified college credit in job-related education
 - 1.0% Sixty hours of certified college credit in job-related education
 - 2.0% One hundred-twenty hours of college credit (or Bachelor Degree) in job-related education
 - 3.0% Master's Degree in job-related education
- b.) An employee who has reached the Salary Range Maximum of his/her pay range is not eligible for an achievement increase, but may receive a lump-sum bonus payment equal to the amount of the achievement award.
- c.) These achievement increases are not meant to be additive. Furthermore, if an employee receives an Achievement Increase of 1% for 60 hours of studies he/she would not receive an additional 2% for 120 hours, but would receive only the difference, i.e., 1%.
- d.) The interpretation of "job related" education shall be made by the Mayor on an individual employee and case-by-case basis.
- e.) Mandatory in-service training, short course completion or seminar attendance, is not considered as eligible achievement for an increase under this plan.
- f.) Achievement increase recommendations are to be initiated by the employee and must receive the approval of the Mayor.
5. Merit Increases.
- a.) The decision to establish the amount (percent of payroll) to be awarded as merit increases is determined by the City by action of the City Council in its sole discretion each year.
6. Promotion Increases.
- a.) A promotion is a change in status for an employee to a higher-level position (a position with a higher salary range). A promotional pay adjustment may be provided based on internal equity considerations and on a case-by-case basis.
- b.) A lateral job change occurs when an employee moves to a job with the same salary range. Ordinarily, this type of job change will not result in a pay adjustment.
- c.) A demotion occurs when an employee moves to a job with a lower salary range. In such instances a salary reduction may be in order but should be discussed prior to any such action with Human Resources and the City Administrator.
- d.) A job reclassification occurs when a position is reassigned to a new salary range, either up or down from the current salary range. In such instances, each situation will be reviewed to determine whether any salary adjustment is warranted. This review will be determined based upon discussions with the respective department head, Human Resources and the City Administrator.
- e.) The department head and human resources will determine when interim formal evaluations will be conducted following an employee's job change.
7. Recreation Program Incentive Program
- a.) Recreation program staff working after August 15 each year will receive the following bonus:
- recreation program staff who work an average of 15 hours per week after August 15th until the pool closes will receive a \$0.50 per hour bonus based on their total number of hours worked at the pool in that same season.
 - This bonus will be paid in a lump sum at the end of the pool season each year.
 - Recreation program staff with more than one unexcused absence in a single season will *not* be eligible to receive this bonus.
- b.) Any employee of Prairie Village who refers someone else to work as a lifeguard for the City of Prairie Village and meets the following guidelines will be eligible for the following bonus:
- If the person being referred is hired as a lifeguard by the City of Prairie Village and after that person satisfactorily works at least 40 hours as a lifeguard for the City of Prairie Village, then the Prairie Village employee who made the referral will receive a \$25 bonus.
- c.) Lifeguards who guard for unscheduled events such as swimming pool parties and/or concerts at the swimming pool will be compensated at one and one-half their regular hourly rate for this extra assignment regardless of the forty hour week policy.
- d.) Lifeguard salaries will increase by one dollar per hour between the date school begins for the Shawnee Mission School District through the end of the season.

C. Wage/Salary Structure Maintenance.

PP900 Wage/Salary Program Administration

1. Wage/salary ranges of the City will be reviewed by the City Administrator each year to determine their adequacy and competitiveness. A recommendation for adjustment may be made to the City Council. Adjustments may be made to the salary ranges if approved by Council.

VI. PROCEDURES

- A. In all instances of potential employee salary adjustments, managers must obtain pre-approval of both the Human Resources Department and the City Administrator, prior to communicating any such action to the employee. Similarly, all performance evaluations must be approved by Human Resources and the City Administrator, prior to communicating the results to the respective employees.

Appendix E

**City of Prairie Village:
Performance Appraisal Process Review
*Final Draft***

Background

FBD was contracted to conduct a review of the City's Performance Management System. The City has adopted a formal policy for managing performance, PP610 that requires all supervisors of employees to conduct an annual performance review for their assigned employees. This review was designed to capture elements of the job that the employee does well and those that need improvement. The review is also understood to link performance with merit increase considerations.

Observations

Sample performance appraisals for the three major departments (Administration, Public Works and Safety) were submitted by the city to FBD for review.

- The system does not require management across the City's departments to use the same processes or forms for recording the employee's performance. Consequently, format varies from a basic check list to extensive narratives regarding only a single example of behavior.
- Forms do not require the listing of common demographic information such as job title, date in job, type of review (annual versus probationary) department name, supervisor title, etc.
- Performance measures may not capture essential or core duties as listed on the job description.
- Measures vary regarding 'core values' or behavioral dimensions for the sampled positions.
- The overall processes do not reflect an element of performance planning but are reactive to year-end requirements to report performance that has 'happened' during the course of the year.
- There does not appear to be a systematic process by which employees and their management agree to any individual development or goals during the course of the year.

Recommendations

The process currently used by the City for reporting/recording performance is reactive. This process lacks elements of a performance system; that is, performance objectives agreed to at the beginning of the measurement period between the incumbent and supervisor and that these objectives support the strategy, objectives, and linkages of the City and respective departments. Further, performance is not measured periodically during the course of the year to see if the employee, department and City are 'on target' or whether 'course corrections' are necessary. This lack of performance planning and

periodic measurement, are key deficiencies that should be addressed by City leadership. Other elements to consider include the following:

- Develop a common format for recording performance across City departments. Consider using employees in a cooperative effort with management, to help design the format.
- FBD encourages the City to adopt a set of Core Values that serve as behavioral sign posts to employees regarding the manner in which they perform the job duties for their respective positions.
- List current demographics on agreed to format so that it is apparent to someone examining the form in the future what job, tenure, supervision, etc., were part of the review process.
- Avoid use of extensive narratives. Instead, use specific, measurable, attainable, realistic and time-bound measures/objectives that are planned at the beginning of the year and that can be tracked and assessed during the course of the year.
- FBD encourages the use of a three-tiered rating system that allows for management to assess their respective employees' performance as "Exceeds, Meets or Does Not Meet" expectations. Using a four or five-tiered rating system encourages ratings that are more easily communicated to the employee but does not allow for meaningful differences in pay associated with "stellar versus standard or sub-standard performance.
- Provide employees with an opportunity to identify areas in which they would like to develop themselves with respect to their job duties and potential future job assignments with the City. This element of the system requires supervisors to input and comment/approve development plans with dates for completing development plans.
- The City should consider and define core values/behavioral dimensions it requires/desires of all employees, management and leadership. These should be part of the performance system.

Summary

The City has an opportunity to expand from a reactive annual one-time year-end process to a proactive system that communicates expectations and performance multiple times during the year. Such a system should, if properly managed, link the strategy of the City to each department and to each individual employee. The implementation and management of this type of system aligns the organization and maximizes the City's ability to get all the employees pulling in the same direction to achieve the City's goals.

This type of a program provides a feedback rich environment in which employees can manage their performance contributions over the course of the measurement year. This type of a performance system allows for planning, periodic feedback, employee development and most importantly, the linkages throughout the organization to ensure that employees understand the City's mission and their efforts are directed to helping achieve that mission. Finally, a three-tiered system of "Exceeds Expectations, Meets Expectations and Does not Meet Expectations", will allow the City to more clearly differentiate merit increases for truly outstanding levels of performance.

**CONSIDER THE SCHOOL RESOURCE OFFICER AGREEMENT
WITH THE
SHAWNEE MISSION SCHOOL DISTRICT**

COU2006-40

Issue:

Should the City of Prairie Village enter into an agreement with the Shawnee Mission School District for the Police Department to provide School Resource Officers to the district for the 2006-2007 school year, which extends from August 17, 2006 to May 30, 2007?

Background:

The Shawnee Mission School District has requested that the City of Prairie Village continue our relationship in providing School Resource Officers to the District. Since the inception of the School Resource Officer Program, the City and the District have entered into a standard contract with portions of the agreement pertaining to officer responsibilities, school responsibilities, agency responsibilities, length of contract, and the consulting fee for the officer(s).

The Department became aware this year that the school district was not using a standard contract for all municipalities providing school resource officers. Thus, the Department recommended several changes in the contract that we believed would better clarify the relationship between the Department and the school district. The Shawnee Mission District administration and school board have agreed to the recommended changes.

The City Attorney has reviewed and approved the changes to this document.

Recommendation:

Staff recommends approval of the contract with the Shawnee Mission School District for the 2006-2007 school year.

CFG:jlw

Attachment

L/cousmsd.doc

AGREEMENT

This agreement is entered into this 28nd day of May, 2006, by and between the City of Prairie Village, hereinafter referred to as "Agency" and the Shawnee Mission Unified School District No. 512, located at 7235 Antioch, a political subdivision of the State of Kansas, hereinafter referred to as "District," as follows:

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the Agency to assign two uniformed law enforcement officers, ~~agency cars, radios, and all necessary equipment~~ for the School Resource Officer program, hereinafter referred to as "SRO", to Shawnee Mission East High School, Mission Valley Middle School and Indian Hills Middle School. The SRO officers will work with ~~the school principal~~ personnel to provide educational programs that require law enforcement expertise ~~alcohol and other drug education~~, maintain a ~~peaceful~~ safe campus environment, and take appropriate action regarding on-campus or school related criminal activity.
2. Term. The term of this Agreement shall be from the first day of school, which will be no earlier than August 17, 2006, through the end of school, which will be no later than May 30, 2007. The parties may mutually extend the terms of the agreement as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the officers shall perform regular police duties at a duty station as determined by the Chief of Police.
3. Termination. This Agreement may be terminated without cause by either party upon 30 days prior written notice.

Relationship of Parties. 4.1. ~~Agency~~ The city and assigned officers shall have the status of an independent contractor for purposes of this Agreement. The ~~law enforcement~~ officers assigned to the District shall be considered the employee of the Agency and shall be subject to its control and supervision.

4.2. The officers will be subject to current ~~procedures~~ written directives in effect for Agency law enforcement officers, including attendance at all mandated training and testing to maintain state peace officer certification.

4.3. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by District to accomplish the goals of this ~~Contract~~ agreement is a city employee and that no rights under Agency civil service, retirement, or personnel rules accrue to such person.

5. Cost. District agrees to pay Agency:
- 5.1. A consulting fee of \$185 per day for each day the officer works on site, when school offices are open, to a maximum of 190 days as determined by the school calendar for the 2006-07 school year.
- 5.2. The District will not pay Agency for:
- a. Overtime unless it is requested by the district,
 - b. Non school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and ~~responses to gang fights, assaults, arson,~~ court appearances.
- 5.3. The Agency shall be responsible for the officer's compensation on days schools are in session and the officer is not at his/her assigned school, unless the officer's absence is due to his/her attending an off campus activity at the school's request.
- 5.4. The Agency shall be responsible for said officer's compensation on days when school offices are closed which include:
- Labor Day - September 4
 - Thanksgiving – November, as scheduled
 - Winter Break - December – January, as scheduled
 - Martin Luther King's Birthday – January 15
 - Presidents' Day - February 19
 - Spring Break – March, as scheduled
 - Memorial Day - May 28
- 5.5. Agency agrees to pay all other costs including, training, vehicle, radio, equipment, and insurance.
- 5.6. Each party will maintain a budget for expenditures under this agreement.
- 5.7. Payment from the District to the Agency will be made upon receipt of an itemized statement, and a copy of the officer's time log.

6. Officer Responsibilities.

6.1. Work in concert with the school administrative staff. ~~principal(s), meeting with the principal(s) on a weekly basis.~~

6.2. Provide a program of educational leadership in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.

6.3. Act as a communication liaison with law enforcement agencies; provide basic information concerning students on campuses served by the officer.

6.4. Present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.

6.5. Provide informational inservices for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety, and security.

6.6. Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and identify particular individuals who may be a disruptive influence to the school and/or students.

6.7. Take the appropriate steps consistent with ~~a law enforcement officer's duty~~ Kansas statutes and agency written directives when a crime occurs.

6.8. Present educational programs to students and school staff on topics agreed upon by both parties.

6.9. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

6.10. Work in concert with the Student Assistance Team.

6.11 The School Resource Officers shall not act as a school disciplinarian, nor make recommendations regarding school discipline. SRO's are not to be used for regularly assigned lunchroom duties, as regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist District employees until the problem is resolved.

Provided further that nothing required herein is intended to or will it constitute a relationship of duty for the assigned law enforcement officer or the Agency beyond the general duties that exist for law enforcement officers within the state.

7. Time and Place of Performance. Agency will endeavor ~~assure~~ that the law enforcement officers will be available for duty at his/her assigned school(s) each day that school is in session during the regular school year. The agency is not required to furnish substitute officers on days when the regular school resource officers are absent due to illness or police department requirements. The officer's activities will be restricted to the assigned school grounds except for:
- 7.1. Follow-up home visits when needed as a result of school related student problems.
 - 7.2. School related off-campus activities when officer participation is requested by the principal and approved by Agency.
 - 7.3. Response to off campus, but school related, criminal activity.
 - 7.4. Response to emergency law enforcement activities or court appearances.
 - 7.5 Response to feeder elementary schools upon request of the school staff.
8. District Responsibilities. District will provide the law enforcement officer an office and such equipment as is necessary at his/her assigned school(s). This equipment shall include a telephone, filing space capable of being secured, and access to a computer.

By _____
 Susan Metsker, President
 Shawnee Mission Board of Education

Date _____

By _____
 Ronald L. Shaffer, Mayor
 City of Prairie Village, Kansas

Date _____

AGREEMENT

This agreement is entered into this 28nd day of August, 2006, by and between the City of Prairie Village, hereinafter referred to as "Agency" and the Shawnee Mission Unified School District No. 512, located at 7235 Antioch, a political subdivision of the State of Kansas, hereinafter referred to as "District," as follows:

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the Agency to assign two uniformed law enforcement officers for the School Resource Officer program, to Shawnee Mission East High School, Mission Valley Middle School and Indian Hills Middle School. The officers will work with school personnel to provide educational programs that require law enforcement expertise maintain a safe campus environment, and take appropriate action regarding on-campus or school related criminal activity.
2. Term. The term of this Agreement shall be from the first day of school, which will be no earlier than August 17, 2006, through the end of school, which will be no later than May 30, 2007. The parties may mutually extend the terms of the agreement as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the officers shall perform regular police duties at a duty station as determined by the Chief of Police.
3. Termination. This Agreement may be terminated without cause by either party upon 30 days prior written notice.
4. Relationship of Parties.
 - 4.1. The city and assigned officers shall have the status of an independent contractor for purposes of this Agreement. The officers assigned to the District shall be considered the employee of the Agency and shall be subject to its control and supervision.
 - 4.2. The officers will be subject to current written directives in effect for Agency law enforcement officers, including attendance at all mandated training and testing to maintain state peace officer certification.
 - 4.3. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by District to accomplish the goals of this agreement is a city employee and that no rights under Agency civil service, retirement, or personnel rules accrue to such person.


5. Cost. District agrees to pay Agency:
- 5.1. A consulting fee of \$185 per day for each day the officer works on site, when school offices are open, to a maximum of 190 days as determined by the school calendar for the 2006-07 school year.
- 5.2. The District will not pay Agency for:
- a. Overtime unless it is requested by the district.
 - b. Non school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances.
- 5.3. The Agency shall be responsible for the officer's compensation on days schools are in session and the officer is not at his/her assigned school, unless the officer's absence is due to his/her attending an off campus activity at the school's request.
- 5.4. The Agency shall be responsible for said officer's compensation on days when school offices are closed which include:
- Labor Day - September 4
 - Thanksgiving – November, as scheduled
 - Winter Break - December – January, as scheduled
 - Martin Luther King's Birthday – January 15
 - Presidents' Day - February 19
 - Spring Break – March, as scheduled
 - Memorial Day - May 28
- 5.5. Agency agrees to pay all other costs including, training, vehicle, radio, equipment, and insurance.
- 5.6. Each party will maintain a budget for expenditures under this agreement.
- 5.7. Payment from the District to the Agency will be made upon receipt of an itemized statement, and a copy of the officer's time log.

6. Officer Responsibilities.

- 6.1. Work in concert with the school administrative staff.
- 6.2. Provide a program of educational leadership in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.
- 6.3. Act as a communication liaison with law enforcement agencies, provide basic information concerning students on campuses served by the officer.
- 6.4. Present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.
- 6.5. Provide informational inservices for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety, and security.
- 6.6. Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and identify particular individuals who may be a disruptive influence to the school and/or students.
- 6.7. Take the appropriate steps, consistent with Kansas statutes and agency written directives when a crime occurs.
- 6.8. Present educational programs to students and school staff on topics agreed upon by both parties.
- 6.9. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- 6.10. Work in concert with the Student Assistance Team.
- 6.11 The School Resource Officers shall not act as a school disciplinarian, nor make recommendations regarding school discipline. SRO's are not to be used for regularly assigned lunchroom duties, as regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist District employees until the problem is solved.

Provided further that nothing required herein is intended to or will it constitute a relationship of duty for the assigned law enforcement officer or the Agency beyond the general duties that exist for law enforcement officers within the state.

7. Time and Place of Performance. Agency will endeavor that the law enforcement officers will be available for duty at his/her assigned school(s) each day that school is in session during the regular school year. The agency is not required to furnish substitute officers on days when the regular school resource officers are absent due to illness or police department requirements. The officer's activities will be restricted to the assigned school grounds except for:
- 7.1. Follow-up home visits when needed as a result of school related student problems.
 - 7.2. School related off-campus activities when officer participation is requested by the principal and approved by Agency.
 - 7.3. Response to off campus, but school related, criminal activity.
 - 7.4. Response to emergency law enforcement activities or court appearances.
 - 7.5. Response to feeder elementary schools upon request of the school staff.
8. District Responsibilities. District will provide the law enforcement officer an office and such equipment as is necessary at his/her assigned school(s). This equipment shall include a telephone, filing space capable of being secured, and access to a computer.

By 
Susan Metsker, President
Shawnee Mission Board of Education

Date 9/18/06

By _____
Ronald L. Shaffer, Mayor
City of Prairie Village, Kansas

Date _____

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, November 20, 2006
7:30 p.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PUBLIC PARTICIPATION
- V. CONSENT AGENDA

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

By Staff:

1. Approve Regular Council Meeting Minutes – November 6, 2006
2. Approve an agreement between the City of Prairie Village and Midwest Power Files in the amount of \$530.00 to be paid out of 1-3-22-5240 for the maintenance of the power file in the Police Records Unit for 2007.
3. Approve an agreement between the City of Prairie Village and Blue Valley Public Safety in the amount of \$3,192.00 for maintenance of the City's outdoor warning siren system to be paid out of 1-3-21-5240 for 2007.
4. Approve an agreement between the City of Prairie Village and Allied Exterminators for rodent control in 2007.
5. Approve the 911 wireless and VoIP Interlocal Cooperation Agreement with Johnson County.
6. Approve the 2007 Public Safety Agreement with the City of Mission Hills.
7. Approve Construction Change Order #2 for Project 190637: Meadowlake Tennis Court Reconstruction, to Mega Construction for \$3,741.12 using funds in the Capital Infrastructure Program.
8. Approve the annual service agreement with Daymark Solutions, Inc. for the Recreation Card ID Printer at the cost of \$705 with funding from the City Clerk's 2007 operating budget.
9. Approve the Laserfiche Software Maintenance agreement with R & D Computer Systems for 2007 at a cost of \$1,326 with funding from the City Clerk's operating budget.
10. Approve the renewal of an annual service agreement with Unisource Document Products for the maintenance of a Kyocera KM-7530 digital copier and Kyocera 5016 color printer at an estimated monthly cost of \$225.00 with funding from the City Clerk's 2007 operating budget.

By Committee:

11. Approve an agreement with TranSystems Corporation for additional traffic engineering services at a cost of \$6,500 with funding from the Public Works Operating Budget (Council Committee of the Whole Minutes – November 6, 2006).
12. Approve a one-year continuation on the agreement with Shafer, Kline & Warren for Construction Administration and with HNTB for Street Design Services and authorize requests for proposal for 2008 Storm Drainage Design Services (Council Committee of the Whole Minutes – November 6, 2006).
13. Amend City Council Policy CP202 to permit materials other than concrete for driveways in the city right-of-way provided that a document be filed with the Johnson County Land Records stating the property owner assumes all cost for maintenance, repair and replacement cost from a specified date forward and further stating any sidewalk constructed through the driveway would be of concrete construction (Council Committee of the Whole Minutes – November 6, 2006).
14. Approve a transfer of \$24,000 from the General Fund Contingency to the Capital Infrastructure Program for the replacement of the tank monitoring systems and the fuelmaster system replacement (Council Committee of the Whole Minutes – November 6, 2006).
15. Approve the City Council continuing under the current committee structure meeting only as a Committee of the Whole until July, 2007 (Council Committee of the Whole Minutes – November 6, 2006).

- VI. COMMITTEE REPORTS
 - Community Center Committee – David Belz
 - Park and Recreation Committee – Diana Ewy Sharp
- VII. OLD BUSINESS
- VIII. NEW BUSINESS
 - Consider "No Smoking" ordinance – Wayne Vennard
- IX. ANNOUNCEMENTS
- X. ADJOURNMENT

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

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

Monday, November 20, 2006

COUNCIL
CITY OF PRAIRIE VILLAGE
November 6, 2006
-Minutes-

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 6, 2006, 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, Pat Daniels, Charles Clark, Wayne Vennard, Diana Ewy Sharp and David Belz.

Also present were: Barbara Vernon, City Administrator; Captain Wes Jordan; Bob Pryzby, Public Works Director; Doug Luther, Assistant City Administrator; and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led all present in the Pledge of Allegiance.

PUBLIC PARTICIPATION

Bob Bliss, 2804 West 74th Street, addressed the Council on behalf of his neighbors, Gary & Alice Nusbaum, 2917 West 74th Street, Judy Bliss, 2804 West 74th Street; Donna & Alfredo Perez, 2816 West 74th Street; William, Jackie & Michelle Madden, 2809 West 74th Street; Jeff & Amy Bishop, 2812 West 74th Street, Michael Campbell, 2912 West 74th Street; Edward Roche, 2708 West 74th Street; John White, 2921 West 74th Street; Keith Padgett, 2800 West 74th Street; David & Vickie Cox, 2712 West 74th Street; Colleen Nelson, 2812 West 74th Street and Nancy Robinson, 2717 West 74th Street.

Addressing their grievances over the situation they face in their neighborhood. Mr. Bliss stated they are forced to tolerate a perpetual nuisance from the renters currently residing at 2817 West 74th Street, a property owned by Glen Aldrich, 9600 Howe Drive. Among the nuisances experienced by the residents are multiple disturbances of the peace, cars parked in the yard, cars driven through neighbors' yards, cars parked in neighbors' driveways' without

permission; a collection of unsightly, rusted, wrecked and inoperable vehicles parked in their drive or on the adjacent street left unattended for several months; junk left in the yard, harassment, etc.

Mr. Bliss stated he and other residents have expressed their concerns to the property owner without any successful resolution of the problems. They have contacted both the City's Code Enforcement Department and Police Department with little success. Mr. Bliss distributed to the Council photographs depicting the condition of the property. He presented a letter signed by 12 of the neighboring property owners requesting assistance in resolving their concerns and noted that some of the residents did not sign the letter for fear of retribution by the current renters.

Captain Wes Jordan stated he was first made aware of the problems at this property about a week ago and stated his officers are monitoring the area. Laura Wassmer stated the City needs time to investigate these problems further. Mayor Shaffer thanked Mr. Bliss and the residents for bringing this problem to the Council's attention. Council Representatives for Ward 3 Andrew Wang and Michael Kelly left the Council meeting to talk with the residents.

CONSENT AGENDA

Laura Wassmer asked for the removal of item #12 from the Consent Agenda. David Belz moved the approval of the Consent Agenda for Monday, November 6, 2006 as amended:

1. Approve Regular Council Meeting Minutes - October 16, 2006
2. Approve Claims Ordinance 2632
3. Approve an agreement with Delta Dental of Kansas to provide Dental Care Benefits.
4. Approve the extension of the current Network Services Agreement with Alexander Open Systems (AOS) for 2007 to continue to provide services under the same terms and conditions as the current network services agreement with hourly rates as follows:

Service	Standard Rate	Contract Rate
Hardware Support	\$ 80	\$ 55
Network/Engineering Support	\$140	\$ 95
Sr. Systems Engineer	\$160	\$ 95
Design/Consulting	\$140	\$105

5. Approve a letter of understanding with Deffenbaugh that will establish the monthly contract rate for solid waste, recycling and compost collection services for 2007. This includes a 4% increase in unit prices based on a Recycling Rate Index, and the City's 2007 budget anticipates this increase.
6. Ratify the Mayor's appointment of Pete Jarchow to the Environmental/Recycle Committee with the term expiring April, 2009.

7. Approve the carryover of any unspent 2006 funds in the Prairie Village Arts Council Account 1-6-41-5167 into the Arts Council's 2007 Budget.
8. Approve the trade-in of 48 Smith & Wesson model 4008 and 4013 sidearms for the purchase of 54 Smith & Wesson M&P sidearms.
9. Authorize the continuation of ongoing or multi-year agreements for 2007 for the following:
 - ASCAP Agreement - Use of Music
 - Board of Police Commissioner - ALERT System Participation
 - Dictaphone Corporation - Lease for Voice Logger
 - Ericsson, Inc - EDACS FX PD software & Maintenance
 - City of Fairway - Building Inspector Services
 - City of Mission - Code Enforcement Services
 - City of Westwood - Building Inspector Services
 - Clune Leasing - Administration copier lease
 - DataMax - Public Works Copier
 - EnServe Midwest, LLC - Disposal of Medical Waste
 - Johnson County Wastewater - Right-of-Way Agreement
 - Kansas City Crime Stoppers - TIPS Hotline
 - Leadsonline, Inc. - Public Safety Property Software Program
 - Mid America Regional Council - 800 MHz Radio Agreement
 - Mid America Regional Council - 9-1-1 Agreement
 - Midwest Office Technology - PD and CC Copier Leases
 - MHM Business Services - 125 Program Administration
 - New World Systems - IBM Support for CAD System
 - Office Depot - Participation Agreement
 - Otis Elevator - Elevator Maintenance
 - FP Mailing Solutions - PD & Administration Postage Meter Lease
 - Southwestern Bell - Pay Phone Lease
 - Sprint Telephone - Telephone System Lease
 - Store Financial - Gift Card Agreement
 - Water District #1 - Right of Way Agreement
10. Authorize a budget transfer of \$57,940.80 from the General Operating Fund Contingency Reserve Account to the Police Staff Services budget in the same Fund.
11. Approve an agreement with Bucher, Willis & Ratliff to provide planning consultant services in 2007
12. Removed

A roll call vote was taken with the following members voting "aye": Herrera, Hopkins, Voysey, Wassmer, Daniels, Clark, Vennard, Ewy Sharp ("nay" on #11) and Belz.

Ms. Wassmer stated she would like to have action tabled on item #12 Authorize City Staff to further investigate the recommendations of the 2005 Traffic Safety Study on the intersections at 75th Street & Delmar and 79th Street and Roe for implementation of the recommended actions until the next Council meeting noting the Corinth Hills Homes Association would be meeting next Tuesday. Mr. Pryzby will be attending that meeting to discuss traffic calming and she would like to have the benefit of resident input from that meeting before taking action.

Laura Wassmer moved to table further investigation of the recommendations of the 2005 Traffic Safety Study on the intersections at 75th Street & Delmar and 79th Street & Roe for implementation until the November 20th meeting of the City Council. The motion was seconded by Wayne Vennard and passed unanimously.

COMMITTEE REPORTS

Police Pension Committee

Consider Police Pension Plan Changes

Charles Clark recognized Brian Johnston, attorney with Lathrope & Gage and Capt. Tim Schwartzkopf, employee representative on the Board, who were in attendance. Mr. Clark briefly reviewed the history of the Police Pension Plan which was originally adopted in 1976. He noted generally police and fire department plans are separate from other government employees because the requirements and difficulty of their work usually result in a shorter career length of approximately half their working life or 20 years. The City's plan covers 38 active members, 9 terminated members and 26 retirees. The total cost for the plan in 2006 was \$180,485 with \$80,247 of that cost coming from the officers and \$100,238 from the City.

The proposed change is to the current service credit requirement. The current plan allows for credit only for years in which a retiring officer has worked 1700 hours. The proposed change adopts a month of service model that provides credited service for each month of each year beginning at the date of hire. The one year waiting period and other general leave of absence events remain the same. The proposed change would be made retroactively.

On behalf of the Police Pension Board of Trustees, Charles Clark moved the City authorize the Police Pension Plan be amended using the second option of a month of service model based on date of hire effective January 1, 1976. The motion was seconded by Wayne Vennard and passed unanimously.

Consider amendment to the language of Life Insurance Benefit

Charles Clark stated a second change to the plan clarifies life insurance language for survivor death benefit circumstances. It drops the reference to a specific dollar amount for death during service and leaves the amount open.

On behalf of the Police Pension Board of Trustees, Charles Clark moved the City approve the amendment to the insurance language referenced in the last paragraph of the Police Pension Plan to read as follows: "Death benefit will be equal to the difference between the present value of the participant's non-forfeitable accrued benefit and amounts the participant's beneficiary otherwise receives from any life insurance benefits provided and paid for benefits applicable only to Commissioned Police Officers who are members of the Plan." The motion was seconded by Wayne Vennard and passed unanimously.

Consider revised Prairie Village Police Pension Plan effective January 1, 2006

Charles Clark stated Brian Johnston has worked with the Police Pension Board of Trustees to make Plan Amendments required for compliance with federal laws. He also changed the Plan to include the calculation method to "month of service model based on date of hire effective January 1, 1976" and restatement of the death benefit.

On behalf of the Police Pension Board of Trustees, Charles Clark moved the City Council approve the amended and restated Prairie Village, Kansas Police Retirement Plan effective January 1, 2006. The motion was seconded by David Belz.

David Voysey asked Mr. Clark to review the sustentative changes in the amended Plan. Mr. Clark responded the changes are those previously discussed, the other revisions were made in the past. This amended and restated plan incorporates into the Plan the previous amendments approved by the City making the Plan easier to read and understand. The motion was voted on and passed unanimously.

Consider the Actuary for 2007, 2008 and 2009

The City requested proposals for Police Pension actuarial services for the years 2007, 2008 and 2009. Three proposals were received and those three firms (Cottonwood Group, Milliman and Silverstone Group) were interviewed by the Board.

On behalf of the Police Pension Board of Trustees, Charles Clark moved the City Council enter into an agreement with The Silverstone Group to provide actuarial services for 2007, 2008 and 2009 subject to contract approval by the City Attorney. The motion was seconded by David Voysey and passed unanimously.

Consider Police Retirement Plan Death Benefit

Charles Clark stated the death benefit for the Plan was set several years ago and has not been adjusted. The current benefit of \$75,000 is out-of-date and inadequate. The proposed change follows that of the Overland Park Plan which is 5 times annual salary to a maximum of \$350,000. Capt. Schwartzkopf noted the average salary for a commissioned officer is \$45,000; so the actual payments would be closer to \$250,000. This is a term life policy for a relatively young group of employees with the cost partially offset by the changes in the pension plan.

On behalf of the Police Pension Board of Trustees, Charles Clark moved the City Council approve a change in the Police Retirement Plan death benefit to follow the Overland Park Plan which uses the formula five times annual salary with a maximum of \$350,000. The motion was seconded by Ruth Hopkins and passed unanimously.

Park & Recreation Committee

Consider amending Council Policy #516 entitled " Sports Team Programs"

Diana Ewy Sharp stated committee member Clarence Munsch has been working with swim program coaches and parents to restructure all the water sports teams into a single unit, i.e. "Aquatic Program" The groups will work together, share revenue, budget together and are recommending changes to the current Council Policy on "Sports Team Programs". The proposed changes include the establishment of a coach to participant ratio on the teams, an earlier signup with a final registration date and an increase in assistant coach salaries to be competitive with area programs.

Laura Wassmer confirmed there is not a participant limit but a participant/coach ratio, so participation is unlimited. She questioned the cost of the proposed salary increases. Mrs. Vernon responded the current salaries are approximately 40% under prevailing salaries; however, no cost estimate is available. Mrs. Ewy Sharp stated she was hopeful that increased fees would offset some of the increase.

Pat Daniels stated he had heard complaints on non-resident swimmers taking spots from residents wanting to participate. Ruth Hopkins stated she was unaware of this and noted

residents are allowed to register for the program before non-residents. Ms Wassmer asked if it would be better to limit the non-resident participation to allow for more resident participation. Mrs. Vernon responded the committee wants unlimited participation even though staff recommended against it. Mrs. Ewy Sharp noted the philosophy of the committee is the more participants the better. She noted that in order for non-residents to pay the resident rate, they must purchase a pool membership.

Pat Daniels asked what creates the high demand by non-residents. Mrs. Ewy Sharp stated the current swim coach is the SME coach and very popular with the students bringing more swimmers to the program. Mrs. Vernon noted some non-residents prefer the small size of the Prairie Village teams. Mrs. Hagen Mundy noted many of the non-residents are from adjacent neighborhoods who attend the same schools as Prairie Village residents. They want to be able to swim on the same team and go to the same pool as their friends.

Diana Ewy Sharp stated the proposed recreational fees for 2007 have followed the recommendation of the Long Range Financial Planning Committee and reflect an across the board an approximately five percent increase.

Mayor Shaffer asked if the Council wanted to vote on the fees together with the amendment to the Council Policy. It was agreed to vote on all the issues regarding the sports team program in one motion.

On behalf of the Park & Recreation Committee, Diana Ewy Sharp moved the City Council amend Council Policy #516 entitled "Sports Team Programs" which establishes a ratio of 1 coach for 25 participants for aquatics and tennis teams, establishes registration dates for resident enrollment to begin April 1, non-resident enrollment, May 1st and final enrollment deadline of May 15th with an increase in assistant aquatic coach salaries to the level paid in other cities. She further moved the Council approve the following fee structure for 2007: Swim team, Dive team and Synchronized Swim team resident and non-resident membership \$88, Resident 2nd child membership \$83, and Non-member/Non-resident membership \$127 and approve the following fee structure for the JTL Tennis Team and Tennis Lessons: JTL Team - \$84; JTL Team, second child - \$79; Adult Group lessons - \$55; Three & a Pro lessons - \$14; Semi-

Private lessons - \$12; Private lessons - \$19; PeeWee Clinic - \$37; Mighty Mites Clinic - \$48 and Future Stars Clinic - \$48. The motion was seconded by Ruth Hopkins and passed unanimously.

Diana Ewy Sharp stated the same increase of 5% was applied to the recreation membership fees. However, there was some concern from committee members that increasing the daily fees would decrease the use of the facility. Ruth Hopkins noted one of the areas of concern was the proposed increase from \$5 for daily admission to \$6 and this was primarily because of the ease in giving your child a five dollar bill to go to the pool for the day.

Laura Wassmer noted a review of the expenses vs. revenue reflect a need for the increased fees.

On behalf of the Park & Recreation Committee, Diana Ewy Sharp moved the City Council approve the following Recreational Fees for 2007: Daily Admission - \$6; Twilight Admission - \$4; Daycare Admission - \$4.50; Lost Card ID - \$3; Pool Rental - \$377; Resident Individual - \$65; Resident 2 Person Family - \$129; Resident Family - \$134; Resident Senior - \$48; 10 Swim Card - \$48; Non-resident Individual - \$140; Non-resident Family - \$269; Non-resident Senior - \$91 and Non-resident Child - \$91. The motion was seconded by David Belz and passed unanimously.

OLD BUSINESS

There was no Old Business to come before the Council

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Planning Commission	11/07/2006	7:00 p.m.
Park and Recreation Committee	11/08/2006	7:00 p.m.
Sister City	11/13/2006	7:00 p.m.
Prairie Village Arts Council	11/15/2006	6:00 p.m.
Environmental Recycle Committee	11/15/2006	7:00 p.m.
Comprehensive Plan Steering Committee (at Homestead Country Club)	11/16/2006	6:00 p.m.
Council Committee of the Whole	11/20/2006	6:00 p.m.
City Council	11/20/2006	7:30 p.m.

=====

Remember to Vote!

The Prairie Village Arts Council is pleased to feature a pastels exhibit by the Mid- America Pastel Society in the R.G. Endres Gallery during the month of November. The opening reception will be held on November 10th from 6:00 to 8:00 p.m.

The League of Kansas Municipalities Regional Supper will be in Lawrence on November 15th.

The City offices will be closed November 23rd and 24th in observance of Thanksgiving. Deffenbaugh will observe the holiday on November 23rd and trash pickup will be delayed.

The Mayor's Holiday Tree Lighting will be on Monday, November 27th at 6:30 p.m. at Corinth Square. Donations to the Holiday Tree Fund will be utilized in assisting Prairie Village families and Senior Citizens needing help to pay their heating and electric bills during the cold winter months, as well as with home maintenance throughout the year. Your tax-deductible contributions are appreciated.

The Employee's Awards luncheon will be held on December 1st from noon to 2 p.m.

The Mayor's Holiday Gala will be Friday, December 1st at 6:30 p.m. at the Homestead Country Club. RSVP to Jeanne by November 27th.

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

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

NEW BUSINESS

Ruth Hopkins asked for the City Attorney to give the Council a written opinion on the question of voting "nay" on individual items on the Consent Agenda.

David Belz moved pursuant to KSA 74-4319 (b)(2) that the Governing Body recess into executive session for a period not to exceed 30 minutes for the purpose of discussing with the City Attorney a matter which is privileged in the attorney-client relationship. The motion was seconded by Pat Daniels and passed unanimously.

The City Council returned from executive session at 8:50 p.m.

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 8:55 p.m.

Joyce Hagen Mundy
City Clerk

CONSENT AGENDA

CONSIDER RENEWAL OF MIDWEST POWER FILES CONTRACT FOR 2007

Issue:

Should the City of Prairie Village renew the agreement with Midwest Power Files for maintenance of the power file in the Records Unit for 2007?

Background:

The Police Department uses the services of Midwest Power Files to perform maintenance work on our power file system. There have been no changes in the terms and conditions from previous years -- this is merely a renewal for maintenance services.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND MIDWEST POWER FILES IN THE AMOUNT OF \$530.00 TO BE PAID OUT OF 1-3-22-5240 FOR 2007.



Midwest Power Files

OFFICE SYSTEMS AND EQUIPMENT

3133 Merriam Lane • Kansas City, Kansas 66106

(913) 432-2365 • FAX (913) 432-0327

MAINTENANCE CONTRACT

Prairie Village Police Dept.
7700 Mission Rd.
Prairie Village, KS 66208

Date: 10/30/06

Attn: Jennifer Wright
Ph. 385-4607

Contract Period from 1/1/07 to 12/31/07

Mechanical service to be furnished during established business hours of Midwest Power Files, Monday thru Friday, 8:00AM to 4:30PM, excluding holidays. The maintenance provided shall include preventive maintenance, corrective maintenance, and parts replacement as set forth below. Maintenance service and parts replacement does not cover repairs or parts required because of accident, fire, water, abuse, or misuse, nor does it cover overhauling of equipment. Service requested during other than established business hours will be charged at the rates then in effect.

A Preventive maintenance inspection shall be performed once per year and shall consist of adjustments and replacement of unserviceable parts. Preventive maintenance may be performed in conjunction with remedial service. New or rebuilt parts will be furnished on an exchange basis when installed by Midwest Power Files.

Midwest Power Files reserves the right to examine equipment under this contract, and in the event the equipment requires overhauling or rebuilding, an estimate will be submitted for approval before work is started. It is also agreed between the parties hereto that this contract shall continue in force for a period of twelve months, unless otherwise noted, and shall continue automatically there after from year to year for further annual periods at prices in effect at the time of such renewals. Failure to make any payment due on this contract shall constitute default without any written notice required from subscriber.

Maximum liability assumed by Midwest Power Files for any special, indirect, consequential, or exemplary damages or for failure to render service for any cause beyond our control shall not exceed total amount actually paid for service during the final term of this contract.

<u>Type of equipment</u>	<u>Model</u>	<u>Serial #</u>	<u>Amount</u>
WHITE PowerFile	73144	3318	\$530.00

Upon acceptance, please sign and return copy, retain original for your records.

Accepted by: X

Date: _____

Midwest Power Files:
Boyd Ingram
Boyd Ingram, Service Manager

CONSENT AGENDA

CONSIDER RENEWAL OF BLUE VALLEY PUBLIC SAFETY CONTRACT FOR 2007

Issue:

Should the City of Prairie Village renew the agreement with Blue Valley Public Safety for maintenance of the City's outdoor warning siren system for 2007?

Background:

Blue Valley Public Safety has maintained the siren system for the City's outdoor warning each year since 1984. Although some of the maintenance prices have increased slightly, there have been no changes in terms and conditions from previous years -- this is merely a renewal for maintenance.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND BLUE VALLEY PUBLIC SAFETY IN THE AMOUNT OF \$3,192.00 TO BE PAID OUT OF 1-3-21-5240 FOR 2007.

Blue Valley Public Safety Inc.

PO Box 363 • 509 James Rollo Dr. • Grain Valley, MO 64029
(816) 847-7502 • 1-800-288-5120
Fax (816) 847-7513

October 30, 2006

City of Prairie Village
ATTN: Jennifer Wright
7710 Mission Road
Prairie Village, KS 66208

Dear Jennifer,

Enclosed is the new contract for the maintenance of the City outdoor warning siren system. We have appreciated the opportunity in the past to work for you maintaining your warning system and look forward to renewing the contract for this year.

The contract for maintenance on the **Prairie Village Outdoor Warning Siren System** is for the year, **January 1, 2007, through December 31, 2007**. Some of the prices have increased slightly, but the terms and conditions have remained the same as past years.

Should you have any further questions, please feel free to call my office at (816) 847-7502 or fax # (816) 847-7513.

Thank you for your continued interest in our services.

Sincerely,



Norma R. Cates
Office Manager

NRC/daw

Encl.

MAINTENANCE AGREEMENT

Blue Valley Public Safety  **Inc.**

509 JAMES ROLLO DRIVE, PO BOX 363
 GRAIN VALLEY, MO 64029
 (816) 847-7502

PO # _____
 Maintenance Period
 01-01-07 thru 12-31-07
 Payment Period

Customer Address		Billing Address		
City of Prairie Village ATTN: Jennifer 7710 Mission Road Prairie Village, KS 66208				
Phone	Attention of			
Qty.	Model and Description	Unit per Month	Month Total	Annual
2	M/N 2T22 Sirens	23.00	46.00	
2	M/N ARCH Radio Controls	11.50	23.00	
4	M/N 2001 Sirens	15.75	63.00	
4	M/N FCTD Radio Controls	16.50	66.00	
16	2001BATT - Batteries	4.25	68.00	
	Month Total:		266.00	
	ANNUAL TOTAL:			\$ 3,192.00

BLUE VALLEY PUBLIC SAFETY

CUSTOMER

City of Prairie Village, KS

Norma R. Cates

Norma R. Cates, Office Manager

By: _____

Date: October 30, 2006 12:33:00 PM

Date: _____

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement.

In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.

2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.

3. BLUE VALLEY shall perform its obligations hereunder during normal business hours at its service facility indicated on the reverse side, or at such site as may be hereafter designated by BLUE VALLEY. CUSTOMER shall be responsible for the delivery of EQUIPMENT to such service facility, for the return thereof to CUSTOMER, and for all costs associated therewith.

4. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.

5. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.

6. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.

7. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

8. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

9. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

10. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.

11. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.

12. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

13. *SPECIAL PROVISIONS

96 Hours response time.

CONSENT AGENDA

CONSIDER RENEWAL OF ALLIED EXTERMINATORS CONTRACT FOR 2007

Issue:

Should the City of Prairie Village renew the agreement with Allied Exterminators for rodent control for 2007?

Background:

Allied Exterminators has provided rodent control for the City each year since 1997, and this is a renewal for maintenance. There have been no changes in conditions from previous years – only a slight increase in the initial baiting and service per hour fees.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND ALLIED EXTERMINATORS IN 2007.



specializing in the control of

TERMITES, ROACHES, BIRDS, WEEDS,
RODENTS AND OTHER INSECTS

5757 MERRIAM DRIVE / SHAWNEE-MISSION, KANSAS 66203 / PHONE: 913-432-4900 / FAX: 913-432-4903

City of Prairie Village
7710 Mission Road
Prairie Village, Kansas 66208
Attn: Jennifer Wright

Monday, October 30, 2006

Thank you for allowing Allied Exterminators, Inc. To bid on the 2007 Rodent Control Contract.

This contract is to cover the initial baiting and rat complaints called in by property owners of the City.

The initial baiting is to cover the following areas:

1. 3900-41 block, 89th-91st street
2. 4600 W. 82nd-82nd and Roe
3. Creek behind Prairie School, 67th and Mission Rd.
4. Catch basins, SAGAMORE to Eaton, 75th and 76th Streets
5. Catch basins, Eaton to State Line, 74th and 75th Streets
6. Brush Creek, Lamar to Mission Rd. includes creek at 71st Terr. East to Mission Rd.
7. Creek West to Norwood, 77th to 79th Streets
8. Creek 71st and Mission Rd., North to 66th and Mission Rd.
9. Creek behind Indian Hills Middle School, 63rd and Mission Rd.

The initial baiting will cost \$ 840.00. This price is based on 25 hours at \$33.60 per hour. After the initial baiting Allied Exterminators, Inc. Will handle all rat complaints in the City called by Code Enforcement or the Animal Control Office. The price for this service again will be \$ 33.60 per hour. This contract will automatically renew each year unless written notice by either party is given.

If you have any questions please call 913-432-4900.

Proposed:

Leland E. Herman

Leland E. Herman, Vice President

Date: 10/30/06

Accepted

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

Date: _____

CONSENT AGENDA

TO APPROVE THE 911 WIRELESS AND VoIP INTERLOCAL COOPERATION AGREEMENT WITH JOHNSON COUNTY

Issue:

Should the City of Prairie Village approve the 911 Wireless and VoIP (Voice Over Internet Protocol) Interlocal agreement with Johnson County?

Background:

During the 2006 Legislation Session, House Bill 2590 was passed and went into effect on July 1, 2006. The bill authorizes a \$.25/month VoIP enhanced 911 local fees to be collected by VoIP providers from their customers.

The MARC staff estimates that fees collected by this bill will be quite low, possibly only \$6,000 in 2007. The reason for this low figure is that Time Warner and Comcast are regulated by the Kansas Corporation Commission and are considered tariffed services subject to the traditional 911 tax and not this new statute. Only small providers fall under this new law causing the lack of revenue in the Johnson County area.

The 911 Executive Committee met on June 21, 2006, to discuss the new VoIP law to determine how fees should be collected and managed. This new law mirrors the Wireless Enhanced 911 Act previously passed by the legislature. In 2004, the City of Prairie Village, along with other PSAP agencies in Johnson County, entered into an Interlocal Agreement with Johnson County to authorize the Kansas local collection point administrator to distribute wireless enhanced 911 fees collected from subscribers in our jurisdiction to Johnson County.

Johnson County believes the best approach to accomplish compliance with HB2590 is to revise the existing agreement to include VoIP provisions and then to have each local government execute the new agreement to cover both wireless and VoIP local fee management. The Johnson County Board approved the Wireless and VoIP Interlocal Cooperation Agreement at their September 21, 2006, business session. The existing 911 agreement was modified slightly to include statutory provisions for VoIP services enacted by House Bill 2590.

The City Attorney has looked at and approved the agreement.

Recommendation:

STAFF RECOMMENDS THE PRAIRIE VILLAGE CITY COUNCIL PASS THE 911 AND VOIP INTERLOCAL AGREEMENT WITH JOHNSON COUNTY.

9-1-1 WIRELESS AND VoIP INTERLOCAL COOPERATION AGREEMENT

1. **Parties.** The parties to this Agreement are:

The Board of County Commissioners of Johnson County, Kansas ("County")

The Sheriff of Johnson County, Kansas ("Sheriff")

The City of Leawood, Kansas

The City of Lenexa, Kansas

The City of Olathe, Kansas

The City of Overland Park, Kansas

The City of Prairie Village, Kansas, and

The City of Shawnee, Kansas (collectively "Cities")

2. **Purpose.** The purpose of this Agreement is to provide for the distribution of the Wireless Enhanced 9-1-1 Local Fee and the VoIP Enhanced 9-1-1 Local Fee by the local collection point administrator to the County which shall exercise control over such fees as set out in this Agreement and assume the statutory reporting requirements to the state of Kansas for such fees. Such fees will be used only for the provision of wireless emergency telephone service, commonly known as a "wireless enhanced 9-1-1 service," and for VoIP enhanced 9-1-1 service, in conjunction with existing emergency telephone services provided through the regional 9-1-1 system established by authority of the 9-1-1 Interlocal Cooperation Agreement signed by Johnson County and the Master 9-1-1 Answer Point Sub-Agreement signed by the other Cities.

3. **Authority.** K.S.A. 12-2908 authorizes a municipality to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform. K.S.A. 2005 Supp.12-5321, the Wireless Enhanced 9-1-1 Act, provides for wireless enhanced 9-1-1 service and, pursuant to K.S.A. 2005 Supp. 12-5330, imposes a Wireless Enhanced 9-1-1 Local Fee in the amount of \$.25 per month per wireless subscriber account with a primary place of use in the state of Kansas. Recently passed during the 2006 legislative session, House Bill 2590, the VoIP Enhanced 9-1-1 Act, provides for VoIP enhanced 9-1-1 service and imposes a VoIP Enhanced 9-1-1 Local Fee in the amount of \$.25 per month per VoIP service user with a primary residence in the state of Kansas.

4. **Cooperation.** The parties to this Agreement desire to continue to cooperate in the provision of emergency telephone services by sharing in the costs to provide enhanced wireline 9-1-1 service, wireless enhanced 9-1-1 service, and VoIP enhanced 9-1-1 service within Johnson County and the regional 9-1-1 system.

5. **Wireless Enhanced 9-1-1 Local Fees.** The parties hereby agree that the County shall be entitled to receive all of the Wireless Enhanced 9-1-1 Local Fees generated within the various parties' jurisdictions. The parties desire that all such fees shall be remitted directly to the County by the Kansas League of Municipalities and the Kansas Association of Counties which have been designated as the "local collection point administrators" under the Wireless Enhanced 9-1-1 Act. In the event such fees are not directly remitted to the County, each City agrees to promptly forward all Wireless Enhanced 9-1-1 Local Fee payments to the County within ten days of receipt.

6. **VoIP Enhanced 9-1-1 Local Fees.** The parties hereby agree that the County shall be entitled to receive all of the VoIP Enhanced 9-1-1 Local Fees generated within the various parties' jurisdictions. The parties desire that all such fees shall be remitted directly to the County by the Kansas League of Municipalities and the Kansas Association of Counties which have been designated as the "local collection point administrators" under the VoIP Enhanced 9-1-1 Act. In the event such fees are not directly remitted to the County, each City agrees to promptly forward all VoIP Enhanced 9-1-1 Local Fee payments to the County within ten days of receipt.

7. **Use of Fees.** The County agrees that it shall use all Wireless Enhanced 9-1-1 Local Fees and VoIP Enhanced 9-1-1 Local Fees only for 1) implementation of wireless enhanced 9-1-1 service and of VoIP enhanced 9-1-1 service; 2) purchase of equipment and upgrades and modification to equipment used solely to process the data elements of wireless enhanced 9-1-1 service and VoIP enhanced 9-1-1 service; and 3) maintenance and license fees for such equipment and training of personnel to operate such equipment, including costs of training personnel to provide effective service to all users of emergency telephone system who have communications disabilities. Such expenditures shall not include the cost to lease, construct, expand, acquire, remodel, renovate, repair, furnish or make improvements to buildings or similar facilities or for other capital outlay or equipment not expressly authorized by the Wireless Enhanced 9-1-1 Act and the VoIP Enhanced 9-1-1 Act. The County may expend these fees for ongoing costs directly related to the reception, processing and transfer of wireless 9-1-1 calls and VoIP 9-1-1 calls in Public Safety Answering Points (PSAPs) without requiring specific authorization by the 9-1-1 Executive Committee. Expenditures of such fees for any other authorized use will require an affirmative vote of not less than six (6) members of the 9-1-1 Executive Committee (including the Chair who may vote on such expenditures even if no tie vote exists).

8. **Accounting to Cities.** The County agrees to, and shall maintain, accurate books and records to account for its receipt and expenditure of Wireless Enhanced 9-1-1 Local Fees and of VoIP Enhanced 9-1-1 Local Fees and such books and records shall be made available for inspection by the Cities, or any one of them, upon request. Such fees shall be deposited in (a) separate accounts controlled by the Johnson County Budget and Planning Office. Not less than twice each year, the County shall provide the Cities with a copy of the current year-to-date receipts and expenditures of Wireless Enhanced 9-1-1 Local Fees and VoIP Enhanced 9-1-1 Local Fees in sufficient detail for the Cities to determine whether the County is in compliance with this Agreement. The County shall also prepare and file all state reports required under the Wireless Enhanced 9-1-1 Act and the VoIP Enhanced 9-1-1 Act and shall be responsible for compliance with all regulatory provisions of the Act.

9. **Implementation of System.** The County agrees to provide the funding for wireless enhanced 9-1-1 emergency telephone service and VoIP enhanced 9-1-1 service in accordance with the 9-1-1 Interlocal Cooperation Agreement entered into with the regional 9-1-1 system and will use the Wireless Enhanced 9-1-1 Local Fees and VoIP Enhanced 9-1-1 Local Fees received under this Agreement for the provision of such services.

10. **9-1-1 Executive Committee.** There is hereby established a 9-1-1 Executive Committee to approve expenditures for the use of Wireless Enhanced 9-1-1 Local Fees and the VoIP Enhanced 9-1-1 Local Fees. Each party to this Agreement shall be a member of such committee and shall designate a committee representative. The chairperson of this committee shall be appointed by the Board of County Commissioners. Except as provided in Paragraph 6, the chairperson shall not vote on any matter unless a tie vote exists. The committee shall meet at least once per year and shall receive an annual accounting of 9-1-1 expenditures by the County and shall authorize any expenditure of Wireless Enhanced 9-1-1 Local Fees and VoIP Enhanced 9-1-1 Local Fees as required in Paragraph 6 of this Agreement.

11. **Termination.** It is contemplated that the term of this Agreement shall be perpetual. However, this Agreement may be terminated by the County upon not less than one year's prior written notice if Wireless Enhanced 9-1-1 Local Fees and the VoIP Enhanced 9-1-1 Local Fees become unavailable or are insufficient to fund the wireless enhanced 9-1-1 service. Each City that is a party to this Agreement may individually terminate its participation under this Agreement: a) for convenience upon not less than one hundred eighty (180) days prior written notice to the County; or b) for cause upon thirty (30) days prior written notice to the County if County fails to cure a default under this agreement after a reasonable opportunity to cure. Upon termination by the County, the Wireless Enhanced 9-1-1 Local Fees and VoIP Enhanced 9-1-1 Local Fees shall be distributed to the Cities in accordance with the population of the City. Upon termination by a City to this Agreement, that City shall be directly responsible for its share of regional wireless 9-1-1 service costs and VoIP enhanced 9-1-1 service costs payable to the Mid-America Regional Council (MARC) for any fees payable following the effective date of termination.

12. **Indemnification.** The County shall defend, indemnify and hold harmless each of the Cities from any and all loss, claims or causes of action caused, incurred or asserted as a result of the negligence or other actionable fault of the County or its agents and employees pursuant to the collection and expenditure of 9-1-1 Local Fees under this Agreement. Nothing in this Agreement shall be deemed to waive or abrogate any immunity or other limitation from liability under the Kansas Tort Claims Act.

13. **Controlling Law and Venue.** The Agreement is entered into and shall be controlled by the laws of the State of Kansas. The district court of Johnson County, Kansas, shall be the sole venue for litigation of any dispute arising under this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.


15. **Severability.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provisions(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

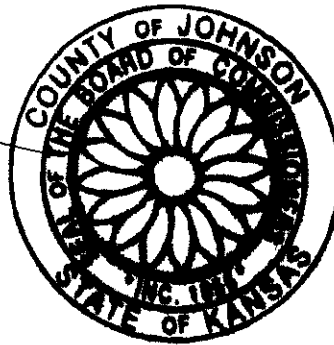
16. **Notice.** Notice under this Agreement shall be deemed sufficient if given, in writing, to the City Clerk and the Chief of Police of the City. Notice to the County or the Sheriff shall be deemed sufficient if given, in writing, to the County Clerk and the Sheriff of Johnson County. Notice may be by mail, facsimile, hand-delivery, or any other reliable method.

17. **Additional Cities.** With the consent of a majority of the Executive Committee members, any city not an original signatory to this Agreement may become a party by entering into an agreement substantially in the form of this Agreement. In such event, the voting requirements set forth in Paragraph 9 shall increase by one vote for each additional City.


18. **Execution in Counter-Parts.** It is contemplated that this Agreement shall be executed in multiple counter-parts by the County and Sheriff and then provided to each City for execution rather than circulating a single document among the several Cities. Each City shall provide its own signature page executed by appropriate City officials and return a fully executed copy of the Agreement to the County for its records.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

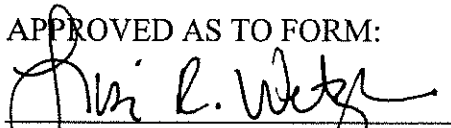

Annabeth Surbaugh, Chairman




ATTEST:

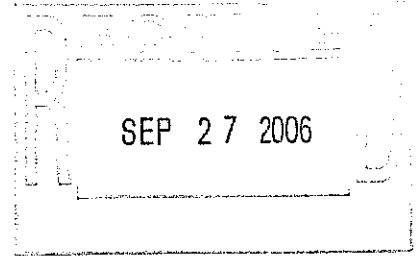
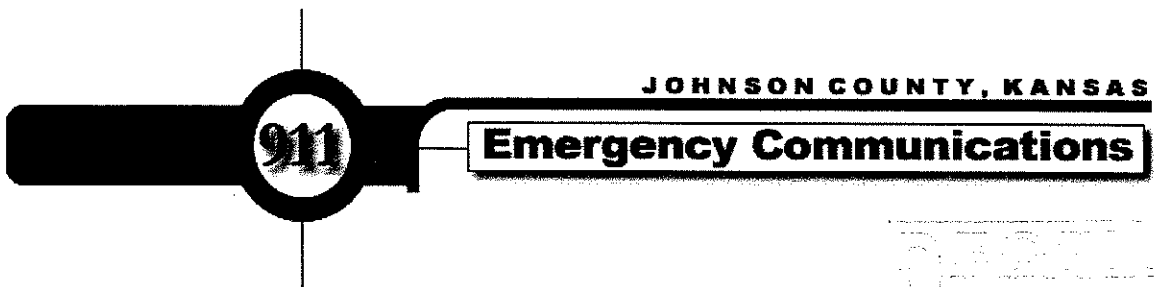

Casey Joe Carl, Clerk of the Board
092106

APPROVED AS TO FORM:


Lisa R. Wetzler
Asst. County Counselor

SHERIFF OF JOHNSON COUNTY, KANSAS


Frank Denning



September 26, 2006

Chief Charles Grover
Prairie Village Police Department
7710 Mission Road
Prairie Village, Kansas 66208

Dear Chief Grover:

The Board of County Commissioners approved the 9-1-1 Wireless and VoIP Interlocal Cooperation Agreement at their September 21, 2006 business session. The existing 9-1-1 Wireless Interlocal Cooperation Agreement with your City was modified slightly to include comparable statutory provisions for Voice Over Internet Protocol (VoIP) 9-1-1 services as enacted by House Bill 2590 (2006 legislative Session).

The existing Interlocal Cooperation Agreement was executed in multiple counter-parts by the County and each City in 2004 and the same process is envisioned for this modified Agreement. I have enclosed, for your records, an original copy of the executed Agreement with pertinent signatures of County officials. Upon execution by your governing body, I would request the return of a copy of the Agreement to my attention along with an original signature page containing the names of appropriate city officials.

Please contact me if there are questions about this Agreement.

Sincerely,

Walter Way, Director
913-826-1010

CONSENT AGENDA

CONSIDER MISSION HILLS 2007 LAW ENFORCEMENT AGREEMENT

Issue:

Should the City of Prairie Village formalize its law enforcement relationship with the City of Mission Hills for the 2007 calendar year?

Background:

Each year the Cities of Prairie Village and Mission Hills formalize their law enforcement relationship with an agreement between the municipalities.

The Prairie Village City Council approved the 2007 Public Safety budget for Mission Hills at its August 21, 2006, meeting. The Mission Hills City Council also adopted the same budget during its regular City Council meeting in October.

Recommendation:

STAFF RECOMMENDS THE PRAIRIE VILLAGE CITY COUNCIL APPROVE THE 2007 PUBLIC SAFETY AGREEMENT WITH THE CITY OF MISSION HILLS.

MISSION HILLS AGREEMENT – 2007

THIS AGREEMENT, made this ____ day of _____, 2006, between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as “Prairie Village,” and the City of Mission Hills, Kansas, a municipal corporation, hereinafter referred to as “Mission Hills.”

WHEREAS, Prairie Village and Mission Hills are adjoining cities and share many of the same problems and concerns for police protection; and

WHEREAS, in the opinion of the governing bodies of Prairie Village and Mission Hills, the consolidated operation of law enforcement and policing of the two cities will be to the mutual benefit and the general welfare of the persons and properties of both municipalities; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties hereto to enter into a contract with respect to performance of government services; and

WHEREAS, the governing bodies of said cities have determined to enter into an agreement as authorized and provided by K.S.A. 12-2908 and amendments thereto,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and contained, it is mutually agreed as follows:

A. Services Provided. Prairie Village shall furnish to Mission Hills during the term of this agreement, the following items:

1. Police Cars. It is agreed and understood that Mission Hills has previously paid for four police cars that are currently being used primarily in the City of Mission Hills and said cars are identified as:

Unit 349 - 2003 Ford Crown Victoria

Identification Number 2FAHP71W23X199641

registered to the City of Prairie Village, Kansas;

Unit 547 – 2005 Ford Crown Victoria
Identification Number 2FAFP71WX5X165828
registered to the City of Prairie Village, Kansas;

Unit 548 – 2005 Ford Crown Victoria
Identification Number 2FAFP71WX5X132795
registered to the City of Prairie Village, Kansas,
and

Unit 648 – 2006 Ford Crown Victoria
Identification Number 2FAFP71W56X128798
registered to the City of Prairie Village, Kansas.

During the terms of this agreement, Mission Hills shall be responsible for the replacement costs of any new vehicles needed. The Chief of Police shall notify the Mission Hills City Administrator when fleet bids are being offered. Replacement vehicles for Mission Hills will be offered as part of the fleet purchase, above the costs of this contract, if desired and approved by Mission Hills. New vehicles will be titled to the City of Prairie Village. Collision and liability insurance on the vehicles purchased by Mission Hills shall be maintained and paid for by Prairie Village.

Mission Hills shall pay all expenses relating to the maintenance of said vehicles, including, but not limited to, gasoline, oil, lubrication, tires, repairs and equipment changeover. Maintenance of said vehicles shall be under the direction and supervision of the Chief of Police. Routine maintenance will be provided by a vendor agreed upon by the Mission Hills City Administrator and the Chief of Police. Labor provided by the Prairie Village Public Works Department will be at no charge for labor, plus all costs of parts. Gasoline shall be provided through the Prairie Village gasoline pump. A monthly itemized bill shall be prepared

and forwarded to Mission Hills for payment, which shall be above the costs of the contract agreement listed in Paragraph B. Major repair items such as engine or transmission overhaul shall be approved by the Mission Hills City Administrator prior to work being performed and will be billed directly to Mission Hills. If a Mission Hills police unit is inoperable for a period of time - as determined by a Police Department Shift Supervisor or Command Staff member, due to the vehicle being unable to be operated safely, or where further use may cause damage to the vehicle - Prairie Village shall provide a replacement vehicle and may bill Mission Hills at the rate equal to the 2007 IRS standard mileage rate per mile for a car used for business purposes for its use, above the costs of this contract.

It is agreed and understood that if both parties agree to terminate the conditions of this contract, those vehicles purchased by the City of Mission Hills, but titled to the City of Prairie Village, shall be transferred back to the ownership of Mission Hills for the sum of \$1.00.

2. **Police Personnel.** Prairie Village shall provide to Mission Hills the services of sufficient police officers and other personnel in its Police Department to efficiently operate a police car in the City of Mission Hills on a 24-hour-per-day, seven-day-per-week basis. Prairie Village shall also provide three additional police officers, "additional officers," on an eight-hour-per-day, five-day-per-week basis. With respect to the additional officers, Prairie Village shall not be required to provide a replacement officer or effect a reduction in the amount due Prairie Village by Mission Hills under this Agreement when such an officer is unavailable due to an excused absence. An "excused absence" is an absence provided for under Prairie Village's personnel policies and for which the officer receives monetary compensation or compensatory time directly from Prairie Village for the absence, but does not include any such absence for which the officer is receiving monetary compensation for the absence from Workers' Compensation or other insurance. If any additional officer is unavailable for any reason other than an excused absence, Prairie Village shall either assign a replacement officer for the position or effect an appropriate reduction in the amount due Prairie Village by Mission Hills under this Agreement. Prairie Village shall use its best efforts to ensure that excused absences of police

officers assigned to Mission Hills shall not be disproportionately higher than excused absences of police officers assigned to Prairie Village.

Prairie Village shall provide the services of such supervisory and support personnel as shall be necessary for the operation of said police cars and to provide normal police services.

Prairie Village shall pay the salaries, payroll taxes, Workers' Compensation and related benefits and shall bear all expenses and liabilities with respect to said police personnel, which may accrue from or be attributable to the employer-employee relationship.

All Prairie Village Police officers, and all cars used by such police officers, including the cars designated as the Mission Hills police cars, shall be subject to the jurisdiction of the Prairie Village Chief of Police, whether operating in Mission Hills or Prairie Village. The Prairie Village Chief of Police shall have exclusive supervision of the operation of the police cars designated as the Mission Hills cars and the personnel operating same, and shall handle all complaints or calls for services through the Police Department's Offices at the Public Safety Center, Prairie Village, Kansas. The Chief of Police will consult and cooperate with Mission Hills in scheduling and supervising the operation of Mission Hills cars and personnel operating same.

Mission Hills will designate an individual who shall serve as its representative to consult with the Chief of Police. All Prairie Village Police officers shall be deputized to act as police officers in Mission Hills and all Prairie Village personnel, in carrying out the police functions for Mission Hills as contemplated by this Agreement, shall be deemed to be acting for, and as the police arm of, Mission Hills.

It is further mutually agreed by the governing bodies of the respective cities hereto that each will respectively do all acts necessary and proper as provided in K.S.A. 19-

2645 and K.S.A. 19-2646, and acts amendatory and supplemental thereto, for carrying out the applicable provisions of this Agreement.

3. **Court Personnel.** Prairie Village shall also provide a Clerk of the Court for the Mission Hills Municipal Court for two court sessions per month. Said Clerk shall be assigned by the Court Administrator of the Prairie Village Municipal Court. Said Clerk of the Court shall perform all duties as required by law and shall be deemed to be acting for and on behalf of the City of Mission Hills while performing said duties. Prairie Village shall not be liable in any manner for the actions of said clerk of the Court in the performance or nonperformance of said duties. Prairie Village shall be reimbursed for the costs of providing said Court personnel, which amount is included in the total contract amount as provided in Paragraph B of this Agreement.

4. **Humane Officer.** For purposes of animal control, Prairie Village shall provide to Mission Hills the services of a humane officer, when such services are needed. Said humane officer shall be under the supervision of the Chief of Police. It is agreed that when on duty, the humane officer shall respond to calls for service within Mission Hills that are the normal function of this service. In addition, the Mayor or City Administrator of Mission Hills can request scheduled hours in Mission Hills on a regular basis, which shall be provided if personnel are available. The cost of this service is not included in the contract amount as provided in Paragraph B, and shall be documented and billed at the rate of \$29.40 per hour.

It is further agreed that Prairie Village has entered into a contract agreement with Animal Medical Center for the professional care and boarding of animals taken into custody by the Police Department. This service is not included in the contract amount as provided in Paragraph B, and shall be billed to Mission Hills by Prairie Village as required by the service provided by Animal Medical Center.

5. **General Law Enforcement Services.** Prairie Village shall provide to Mission Hills law enforcement services necessary to efficiently maintain public safety in the City

of Mission Hills. These services include, but are not limited to, administration of the Police Department; 9-1-1 and non-emergency PSAP for communications to the Police Department and police vehicles; Records for maintaining law enforcement files; Crime Prevention Program for education to reduce community vulnerability to crime and establish "community-oriented policing," Investigations function that provides for the investigation of Part I and Part II crimes perpetrated by adults and youths; D.A.R.E. to provide a prevention aspect to adolescent drug use; and Professional Standards, which is responsible for a comprehensive training and property/evidence system.

B. Reimbursement Costs. Mission Hills shall reimburse Prairie Village for the cost of services and equipment provided to the City of Mission Hills as heretofore provided, the total amount of One Million, One Hundred Fourteen Thousand, Three Hundred and Eighty Five and 00/100 Dollars (\$1,114,385.00), said amount to be paid by Mission Hills at the rate of Ninety Two Thousand, Eight Hundred Sixty Five and 42/100 Dollars (\$92,865.42), per month during the term of this Agreement, said payment to be made not later than the 15th day of each month.

Said amount is based on the standard employee work schedule of the City of Prairie Village and includes the cost of supervision and insurance, radio dispatching, officer supplies, uniform replacement, salary of personnel, overhead and other costs which will be incurred by Prairie Village in fulfilling the obligations of this Agreement. The estimated costs of services and equipment to be provided under this Agreement have been compiled in a proposed budget for the year 2007, previously furnished to Mission Hills by Prairie Village. This budget was used in determining the costs to be reimbursed by Mission Hills; however, the parties recognize that the actual costs for the items furnished may differ from those estimated.

In the event of a difference which results from a change in the wage structure of Prairie Village personnel from that contemplated in the proposed budget, or pursuant to Paragraph A., 2., any additional officer is unavailable for any reason other than an excused absence and Prairie Village elects not to assign a replacement officer, an appropriate increase or decrease will be made in the amount due Prairie Village by Mission Hills thereunder. However,

the parties agree that no other difference, if any, in the actual costs of the services and equipment provided from that contemplated in the proposed budget will be cause for increasing or decreasing the amount due Prairie Village from Mission Hills hereunder.

C. Reports. The Chief of Police of Prairie Village shall at least once a month submit to Mission Hills a complete written report of the operations of the police cars used in Mission Hills and information pertaining to police activity and protection provided within said city.

D. Liability Insurance and Uninsured Claims. The parties recognize that actions (or omissions) in connection with services to be provided by Prairie Village under this Agreement may result in, or give rise to, claims against Mission Hills or Prairie Village, or both, for alleged damages or injuries. For the purpose of limiting financial exposure with respect to such claims, Prairie Village has obtained liability insurance relating to the operation of the Police Department and relating to the operation of vehicles used in providing the services contemplated by this Agreement. Part of the cost of these policies is allocated to Mission Hills and included in the total contract amount as provided in Paragraph B of this Agreement. Mission Hills is named as an insured party on both such insurance policies.

In addition, both Prairie Village and Mission Hills carry general liability insurance and both parties agree that they will use their best efforts to cause the insurance companies providing such insurance coverage to waive any subrogation rights which such companies may have against Prairie Village or Mission Hills, as the case may be, with respect to expenses incurred and amounts paid under such policies on behalf of the party carrying such insurance.

The parties also recognize that claims may be made against Mission Hills or Prairie Village or both for alleged injuries or damages which are not covered by any of such insurance policies. With respect to such uninsured claims: The parties agree that Mission Hills should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to a risk that would not have been incurred by Prairie Village if

Prairie Village were not providing services to Mission Hills under this Agreement; and Prairie Village should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to the operation or policies of the Prairie Village Police Department and services provided to Mission Hills under this Agreement are only incidental to the situation.

Accordingly, the parties agree that the circumstances surrounding any claim which is not covered by insurance and which relates to or arises from actions (or omissions) in connection with services provided or to be provided by Prairie Village under this Agreement will be examined at the time such claim is made for the purpose of determining the appropriate percentage of the costs related to such claim which are to be paid by Mission Hills and the appropriate percentage of such costs which are to be paid by Prairie Village.

E. **Effective Date.** This Agreement shall be in effect from January 1, 2007, through December 31, 2007, and shall not be assigned. It is agreed that during the term of this Agreement neither party may terminate or modify the Agreement without the consent of the other, except as otherwise provided by this Agreement.

IN WITNESS WHEREOF, the Mayor of Prairie Village, Kansas has signed this Agreement on behalf of the City of Prairie Village, as such mayor, and the City of Prairie Village has caused these presents to be attested by its Clerk and the seal of said city to be hereto attached; and the Mayor of Mission Hills, Kansas has signed this Agreement on behalf of the City of Mission Hills, as such mayor, and the City of Mission Hills has caused these presents to be attested by its Clerk, and the seal of said city to be hereto attached, the day and year first above written.

THE CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer - Mayor

ATTEST:

Joyce Hagen Mundy - City Clerk

THE CITY OF MISSION HILLS, KANSAS

By: _____
David J. Fromm - Mayor

ATTEST:

Jill Clifton – City Clerk

CONSIDER PROJECT 190637: MEADOWLAKE TENNIS COURT RECONSTRUCTION

Background:

The project is complete and a final construction change order has been prepared. This construction change order finalizes the pay items. The major portion of the change order is for additional asphalt that was required to provide a level surface for drainage off the court.

Financial Impact:

The construction change order is for \$3,741.12. No time extension is requested. Funds will be transferred from Capital Infrastructure Program Parks Unallocated.

Suggested Motion:

The City Council moves to approve Construction Change Order #2 to Mega Construction for \$3,741.12 using funds in the Capital Infrastructure Program.

Pw

CITY OF PRAIRIE VILLAGE
 PUBLIC WORKS DEPARTMENT
 CONSTRUCTION CHANGE ORDER NO. 2 (FINAL)

Consultant's Name: None

Project Title: Meadow Lake Tennis Courts

Date Requested: November 6, 2006

Owner's Project No.: 190637

Contract Date: June 5, 2006

Contractor's Name: Mega Industries

REQUIRED CHANGES IN PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
1	\$114,913.00	LS	Meadow Lake Tennis Courts	1	\$114,913.00	\$114,913.00
1	\$14,219.00	LS	Windsor Tennis Courts	1	\$14,219.00	\$14,219.00
0	\$0.00	LS	Deduct for damaged electrical wires	(\$412.96)	-\$412.96	-\$412.96
0	\$0.00	LS	Deduct for damaged bench	(\$353.00)	-\$353.00	-\$353.00
0	\$0.00	LS	Additional Asphalt at Meadowlake	\$5,257.08	\$5,257.08	\$5,257.08
0	\$0.00	LS	Deduct Meadowlake Seed Areas	(\$500.00)	-\$500.00	-\$500.00
0	\$0.00	LS	Deduct Windsor Grass Restoration	(\$250.00)	-\$250.00	-\$250.00
			Contingent Items			

	TOTAL	\$129,132.00			
			NET	0	TOTAL
				0 Increase	\$ 3,741.12

Explanation of Changes

Project 190637; Meadow Lake Tennis Courts. This change order is to cover the following items:

Additional asphalt to facilitate drainage and final quantities as built.


This change order increases the contract amount by \$ 3,741.12 Calendar days were not added as result of this change order.

Original Contract Price	_____	\$129,132.00
Current Contract Price, as adjusted by previous Change Orders	_____	\$155,457.00
NET increase or decrease this Change Order	\$ _____	3,741.12
New Contract Price	_____	\$159,198.12

Change to Contract Time

The current contract deadline of _____ (N/A) will remain the same.

The City does not anticipate a related Engineering Change Order.



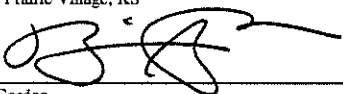
 Thomas Trienens, Manager of Engineering Services
 City of Prairie Village, KS

_____ 10/30/06

 Date

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

 Date



 Brian Gordon

_____ 10/30/06

 Date

Issue: Consider Renewal of Recreation Card ID Printer Service Agreement

Background:

The photo identification system and card printer used for the City's recreational membership cards is serviced under an agreement with Daymark Solutions. The agreement provides for service as well as a loaner unit for the ID card printer while the unit is being repaired.

Financial Impact:

The cost of this agreement has been included in the 2007 City Clerk's operating budget. The terms and cost for the 2007 agreement are the same as previous agreements.

Recommendation:

**RECOMMEND THE CITY COUNCIL APPROVE THE ANNUAL
SERVICE AGREEMENT WITH DAYMARK SOLUTIONS, INC.
AT THE COST OF \$705 WITH FUNDING FROM THE CITY CLERK'S
2007 OPERATING BUDGET.**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Issue: Should the City renew its agreement with R & D Computer Systems for Laserfiche maintenance and support?

Background:

In 1997, the City purchased a Laserfiche document imaging system. For the past four years R & D computer Systems has provided both software maintenance and training for the system. The volume of information on the system continues to grow with regular input and use by administrative staff.

Financial Impact:

The agreement for 2007 increase adds an additional user license increasing the cost from \$1,180 to \$1,326 for the 2007 agreement. Funds have been budgeted in the City Clerk's 2007 Operating Budget.

Recommendation:

RECOMMEND THE CITY COUNCIL APPROVE A LASERFICHE SOFTWARE MAINTENANCE AGREEMENT WITH R & D COMPUTER SYSTEMS FOR 2007 AT A COST OF \$1,326 WITH FUNDING FROM THE CITY CLERK'S OPERATING BUDGET

CONSENT AGENDA

LASERFICHE® SOFTWARE SUPPORT COVERAGE R&D COMPUTER SYSTEMS

Software support provided by R&D Computer Systems will cover the LaserFiche software and all LaserFiche add-on modules and utilities.

R&D Computer Systems will provide telephone software support for LaserFiche users during the same business day for normal support and less than 4 hours for priority support, during normal working hours of 8:00 a.m. to 5:00 p.m. CST, in addition there will be no charge for necessary onsite visits. LaserFiche software releases and updates will be performed on your LaserFiche system at no additional charge. Newsletters and technical bulletins will be sent to your LaserFiche administrator on a regular basis.

LaserFiche Administrators will have 24 hour access to the LaserFiche support site, which contains FAQ's, technical tips, educational materials, training videos and educational Webinars.

This software support agreement does not include additional staff training, problems caused by external network problems, server failure, file corruption by external software or users, or abnormal events such as weather, fire, electrical problems, etc. Additional training is available at \$100 per hour, other services performed are billed at \$130 per hour with a two-hour minimum.

Scanners that are covered under an on site maintenance plan will have next business day on site coverage. This plan covers all parts and labor, consumable items such as rollers and lamps are not covered under the agreement. This excludes repairs necessitated by abusive treatment of the item of equipment or abnormal events such as weather, fire, electrical problems, etc.

R&D Computer Systems is an authorized dealer for LaserFiche Document Imaging products and support services.

R&D

Computer Systems

AGREEMENT FOR LASERFICHE SOFTWARE MAINTENANCE 2007

R&D Computer Systems is an authorized LaserFiche reseller and will be supporting the LaserFiche system for the City of Prairie Village.

The City is purchasing the LaserFiche Software Assurance Plan (LSAP) which provides the following:

- Telephone hotline support with regular response time (within 4 hours)
- All new software releases and updates
- 24-hour FTP and WWW access

LF Group Server Software Maintenance	\$ 450
6 full Users Software Maintenance	\$ 660
LaserFiche Snapshot 6 User Software Maintenance	\$ 120
LF E-Mail 6 User Software Maintenance	\$ 96
Total Imaging Software Maintenance Cost 2007	\$ 1,326

The LSAP will be in effect for the year 2007

Richard McGinnis
R&D Computer Systems

Ronald L. Shaffer, Mayor
City of Prairie Village

Issue: Consider Sales and Maintenance Agreement with Unisource Document Products for Kyocera KM-7530 Digital Copier and Kyocera 5016 Color Printer

Background:

On December 20, 2004, the City Council approved the purchase of a Kyocera KM-7530 Copier and Kyocera 5016 Color Printer through Unisource Document Products. Attached is the maintenance agreement for this equipment. The agreement has been reviewed by the City Attorney.

Financial Impact:

The monthly maintenance for the digital copier is based on 25,000 monthly at a rate of \$215.00 with copies over that amount billed at .0086 per copy. The monthly maintenance for the color printer is based on a per copy charge of .099 per copy. The estimated number of color copies per month is 100 for a cost of \$10.00. The 2007 agreement is the same as that for 2006 with no rate increase for the maintenance of both machines and is included in the 2007 City Clerk's operating budget.

Recommendation:

RECOMMEND THE CITY COUNCIL APPROVE THE RENEWAL OF AN ANNUAL SERVICE AGREEMENT WITH UNISOURCE DOCUMENT PRODUCTS FOR THE MAINTENANCE OF A KYOCERA KM-7530 DIGITAL COPIER AND KYOCERA 5016 COLOR PRINTER AT AN ESTIMATED MONTHLY COST OF \$225.00 WITH FUNDING FROM THE CITY CLERK'S 2007 OPERATING BUDGET.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

FULL SERVICE MAINTENANCE AND SUPPLY AGREEMENT



3551 Quivira
 Lenexa, Kansas 66215
 Phone: (913)599-0299 Fax: (913)599-0913

Agreement Number: _____

Installation Date: _____

Contract Dates: _____

Sales Rep.	Joni R. Hotujac	
Beginning	12/21/2006	
Ending	12/20/2007	

CUSTOMER INFORMATION:

EQUIPMENT INFORMATION:

City of Prairie Village

ADDRESS		SUITE
7770 Mission Road		
CITY, STATE		ZIP CODE
Prairie Village, KS		66208
PHONE #	FAX #	
913-385-4616	913-381-7755	
EMAIL ADDRESS	CONTACT NAME	
	Joyce Hagen Mundy	

MANUFACTURER:	Kyocera	
SERIAL #:	AJA3003399	ABQ4110869
MODEL #:	7530	5016
LOCATION:		
ID #:	D0685	D0924
BEGINNING METER:		
BEGINNING MASTER:		
OTHER INFORMATION:	All Color Billed @ .099 per print	

MAINTENANCE PRICING:

MONTHLY QUARTERLY ANNUAL

Payment of \$: \$215.00 Includes # of copies: 25,000
 Copies over: 25,000 Will be billed at the rate of: 0.0086 per copy

*Per Image Charges are based on an average percentage of page coverage. All Black & White Images are based on 6% average page coverage. Color Images are based on 20% page coverage. We reserve the right to increase or decrease Per Image Charges at anytime should the average percentage of page coverage increase or decrease significantly during the agreement term.

AGREEMENT INCLUDES THE FOLLOWING SUPPLIES:

- | | | |
|---|----------------|-------|
| <input type="checkbox"/> INK | Other Supplies | _____ |
| <input checked="" type="checkbox"/> TONER | Other Supplies | _____ |
| <input type="checkbox"/> PAPER | Other Supplies | _____ |
| <input type="checkbox"/> STAPLES | Other Supplies | _____ |
| <input type="checkbox"/> MASTERS | Other Supplies | _____ |
| <input checked="" type="checkbox"/> DEVELOPER | Other Supplies | _____ |
| <input type="checkbox"/> CLEANING SHEETS | Other Supplies | _____ |

There is a charge to ship supplies

This maintenance agreement provides preventative maintenance, parts, labor and all service calls (as requested) during regular business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, for the time period stated above. Specifically, this agreement will cover all parts, labor, maintenance and supplies (supplies included - see list above). If the equipment cannot be repaired at the customer's location, Unisource Document Products (UDP) will provide a loaner free of charge until the customer's machine is repaired back to the standards demonstrated upon installation. All contracts are valid for 1 year from the date of installation, and will automatically renew on an annual basis unless UDP is notified 30 days in advance. UDP may increase cost(s), not to exceed 10% on a monthly, quarterly or annual basis.

All customers who are not under a maintenance agreement program will be charged for service on a time and parts basis; with an hourly rate of \$95.00 per hour, plus parts and supplies; and a trip charge of \$45.00 per call. Service calls on a time and parts basis will be performed only after authorization from the customer.

All calls regarding computer related software or IT questions and support will be billed at a rate of \$120.00 per hour unless a connectivity agreement is in place.

This agreement is not assignable without written consent by both parties, and does not cover costs occasioned by neglect, misuse or accidents. Damages caused by the use of inferior supplies are not covered under this agreement.

Customer Acceptance: This agreement consisting of the terms & conditions appearing is hereby approved, accepted & executed by the respective parties, hereto on the dates set forth adjacent to their signatures.

<i>Customer Signature (Required)</i>	<i>Date</i>	<i>Print Name & Title (Required)</i>
	11-8-06	Joni R. Hotujac/Account Manager
<i>UDP Authorized Signature (Required)</i>	<i>Date</i>	<i>Print Name & Title (Required)</i>
	121	

**COUNCIL COMMITTEE OF THE WHOLE
November 6, 2006**

The Council Committee of the Whole met on Monday, November 6, 2006 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, Pat Daniels, Charles Clark, Wayne Vennard and Diana Ewy Sharp. Staff members present: Barbara Vernon, City Administrator; Captain Wes Jordan; Bob Pryzby, Director of Public Works; Tom Trienens, Manager of Engineering Services; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

Al Herrera moved the approval of the consent agenda for November 6, 2006 as follows:

- Approve an agreement with TranSystems Corporation for additional traffic engineering services at a cost of \$6,500 with funding from the Public Works Operating Budget.
- Approve a one-year continuation on the agreement with Shafer, Kline & Warren for Construction Administration and with HNTB for Street Design Services and authorize requests for proposal for 2008 Storm Drainage Design Services.

**COUNCIL ACTION NEEDED
CONSENT AGENDA**

The motion was voted on and passed unanimously.

NEW BUSINESS

COU2006-45 Consider Infrastructure Manual: Driveway-Requirements, Standards, Practices

Bob Pryzby reviewed with the Council Committee the requirements, standards and practices followed by the Public Works Department relative to driveways. Recently, the City Council addressed a request by a property owner to install a driveway that was not concrete in the City right-of-way. The Council agreed to permit the property owner to use material other than concrete provided a document was recorded on the land records stating that the property owner assumes all maintenance, repair and replacement cost from a specified date forward.

Mr. Pryzby noted a similar situation occurred in late October and it was suggested the Council may wish to amend the City Council Policy CP202 to permit materials other than concrete for driveways in the City right-of-way with a document being filed on the Johnson County land records stating the property owner assumes all cost for maintenance, repair and replacement cost. There would be no financial impact provided the document is filed on the Johnson

County land records. If the Council were to change the policy, Mr. Pryzby asked the Council to consider the implications on sidewalk construction and to address that issue.

Ruth Hopkins stated she feels strongly that the City needs to allow residents to have the type of driveway they want noting the desire of the City to encourage residents to maintain and improve their properties. Those residents she has talked with indicated they would not have a problem with paying the cost for replacement of the driveway should it become necessary.

Al Herrera agreed with Mrs. Hopkins supporting the use of alternative materials for driveways; however, he does not favor placing a concrete sidewalk across a driveway constructed of an alternative material.

Laura Wassmer noted the challenge is that the City is responsible for the placement and maintenance of sidewalks.

Mr. Pryzby stated from time to time the City has placed a sidewalk across a specialty driveway and noted it does make the color differential more apparent.

David Belz asked what would be the reason for constructing a sidewalk across an existing driveway. Mr. Pryzby responded with two primary reasons: the first being uniformity, especially for persons who are visually impaired and second, concerns with unknown construction materials and surfaces.

If there is no sidewalk, the grade from the driveway is probably greater than would be allowed for a sidewalk and therefore the grade of the driveway would need to be changed to construct a sidewalk.

Laura Wassmer agreed with Mrs. Ewy Sharp that if there is no sidewalk, the driveway across the sidewalk is ok, but if there is a sidewalk it should be constructed of concrete.

Mayor Shaffer stated he would prefer to have uniformity and consistency throughout the City with all sidewalks constructed of concrete.

Michael Kelly asked if there were situations where a specialty driveway would not be wanted. Mr. Pryzby responded he is not concerned with the driveway as long as the property owners absorb future costs of repair/replacement.

Charles Clark asked if the second property owner did not want to retain the specialty driveway if it could be returned to concrete. Mr. Pryzby replied yes.

David Voysey stated if it was a question of uniformity of a driveway for a property owner vs uniformity of sidewalks for thousands of property owners throughout Prairie Village he supports uniformity throughout the City.

Diana Ewy Sharp made the following motion, which was seconded by Laura Wassmer and passed unanimously:

RECOMMEND THE CITY COUNCIL AMEND CITY COUNCIL POLICY CP202 TO PERMIT MATERIALS OTHER THAN CONCRETE FOR DRIVEWAYS IN THE CITY RIGHT-OF-WAY PROVIDED THAT A DOCUMENT BE FILED WITH THE JOHNSON COUNTY LAND RECORDS STATING THE PROPERTY OWNER ASSUMES ALL COST FOR MAINTENANCE, REPAIR AND REPLACEMENT COST FROM A SPECIFIED DATE FORWARD AND FURTHER STATING ANY SIDEWALK CONSTRUCTED THROUGH THE DRIVEWAY WOULD BE OF CONCRETE CONSTRUCTION.

COUNCIL ACTION REQUIRED
CONSENT AGENDA

COU2006-46 Consider Replacement of Fuel Monitoring Systems

The existing fuel center at Public Works was constructed in 1989. At that time, the latest technology on monitoring the fuel tanks and pumps was installed to the Kansas Department of Health and Environment (KDHE) requirements. In 1996, the FuelMaster system was added to replace a failed fuel dispensing system. Over the last year, Public Works staff has been experiencing problems with the two systems.

The most severe problem is with the tank leak monitoring system. The Kansas Department of Health and Environment (KDHE) requires daily monitoring. The frequency of alarms indicating that testing was unsuccessful has increased to two to four times a week. Investigation by staff results in resetting the equipment after running a successful manual test. Also, the printer is mal-functioning so it is difficult to read the daily test results. This obsolete printer is internal to the system and cannot be replaced by an external printer. Another KDHE requirement is the submittal of printed test results with the monthly report.

The fuel dispensing control software, FuelMaster, is two versions outdated and will not be supported in 2007. There are system failures in the FuelMaster software "communicating" to the Equipment Manager software that tracks and provides the information for billing other departments. The technicians state the source of the problem is the "old" FuelMaster software and moisture in the pedestal. Staff is recommending replacement of the pedestal on the fuel island as its weather proofing has deteriorated over the ten years of use.

The new monitoring system will replace the two systems presently used for tank monitoring with one system. The new system will monitor fuel tanks on a 24/7 basis, which meets the KDHE requirement. The upgrade of FuelMaster should eliminate the communication problems to the Equipment Manager.

Mr. Pryzby noted failure to correct the problems can result in KDHE fines. To avoid a violation and possible fine, Public Works is requesting to replace the systems at this time.

Based on discussions with vendors the estimated cost is \$18,000 for the tank monitoring system and \$6,000 for FuelMaster software and pedestal. Both prices include installation. This item is not budgeted and requires a transfer from the General Fund Contingency. Public Works will seek advertised bids upon City Council approving \$24,000.00 funding.

David Belz, in Mr. Griffith's absence, asked for the current fund balance level. Mrs. Vernon responded the current fund balance is \$531,556.

Ruth Hopkins made the following motion, which was seconded by Wayne Vennard and passed unanimously:

RECOMMEND THE CITY COUNCIL APPROVE A TRANSFER OF \$24,000 FROM THE GENERAL FUND CONTINGENCY TO THE CAPITAL INFRASTRUCTURE PROGRAM FOR THE REPLACEMENT OF THE TANK MONITORING SYSTEMS AND THE FUELMASTER SYSTEM REPLACEMENT.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2006-26 Consider Project 190862: 75th Street - Mission to Nall Avenue Resurfacing

Bob Pryzby stated one of the recommendations of the 2005 Traffic Safety Study was to consider adding a westbound left turn lane on 75th Street at Delmar Street. Since HNTB is presently designing the street resurfacing project, staff asked them for a cost to design a left turn lane as part of the present project as directed by the Council at the last meeting.

The scope of services attached is for a concept study. The prime issues are the availability of right-of-way and more traffic information. If there is insufficient right-of-way, the acquisition of additional right-of-way will further delay the work and raise the cost. With the more detailed traffic information, the need for a left turn lane will be reviewed. The addition of the left turn design may delay the bidding on this project by six to eight weeks (from early March to mid-April).

Mr. Pryzby stated the cost for concept study is \$13,150.00. There are not sufficient unallocated funds in the Capital Infrastructure Program Street Group to fund this request. Therefore, a transfer from the General Fund Contingency would be required. The estimated cost for a concept and a design will be \$56,450.000 and a time extension of eight to twelve weeks.

Ruth Hopkins noted there have been a number of left turn signals added over the past years that have proven successful and asked if the problem could be addressed with only the turn signal. Mr. Pryzby responded in most of those situations the left turn lane was already in place but the signals did not address the turning motion. At 75th Street and Delmar Street the turning lane is not available and he does not recommend taking one of the existing lanes to designate for a turning lane. Mrs. Hopkins confirmed the existing roadway needs to be expanded.

Laura Wassmer suggested handling the turning with staggered lights for eastbound and westbound traffic. Mr. Pryzby responded another phase could be added to the existing lights but he felt there needed to be a detector in the street.

Mrs. Hopkins asked how the lights operated at 71st Street & Mission Road. Mr. Pryzby responded they were set for three phases, with video detection. He expressed concern with holding up traffic on 75th Street waiting for a vehicle to turn.

Capt. Wes Jordan expressed concern with the crest of the hill on 75th Street east bound.

Laura Wassmer asked where the additional land would come from. Mr. Pryzby responded either school property or residents on the north and south side. He noted another option would be to do nothing.

Pat Daniels noted one of the concepts presented in the Village Vision is the narrowing of 75th Street traffic lanes. Mr. Pryzby noted each of the current four lanes is 12 feet wide, if narrowed to 10 feet that would provide an additional 8 feet. He does not know how much right-of-way is still available along 75th Street.

Laura Wassmer confirmed the residents who may be impacted by this are unaware of what is being considered. Mr. Pryzby stressed a survey needs to be done to determine what right-of-way space is available. Ms Wassmer asked for the cost for just the surveying and not the design. Mr. Pryzby stated he was concerned with separating the two actions would cause a delay for the 75th Street Project of two to three months.

Diana Ewy Sharp asked what the requested study would determine. Mr. Pryzby stated it would determine if land was available and what needed to be done with the traffic signals. David Belz asked if action could be delayed until the cost of the option of addressing the problem with the timing of lights could be determined. Mr. Pryzby replied that could be done.

Laura Wassmer asked for estimated costs to change the timing of the lights. Tom Trienens responded the traffic volume on 75th Street is larger than that on Mission Road causing more vehicular backup of traffic. The estimated cost to purchase video detection camera is \$60,000; however, the City leases its traffic

equipment from KCPL. Mr. Trienens did not know what the monthly lease cost would be, but noted with a designated left turn lane the camera is not necessary.

David Voysey confirmed the cost for the concept study was \$13,150 and asked what construction costs would be. Mr. Trienens stated the estimated construction costs would be \$200,000. He noted the study is needed to determine the need for the left turn left, if needed, the length of turn lane needed and how much the street will need to be widened to accommodate the turn lane.

Ruth Hopkins confirmed there are no funds in the current budget for this work. David Belz confirmed delay of the project would impact CARS funding. Laura Wassmer noted the present approved CARS funding would not be available for this work.

Al Herrera asked if the accidents occurred at a specific time. Mr. Pryzby responded primarily in the morning. Mr. Herrera asked if "no left turn allowed during that time" would work? Ms Wassmer stated that would simply move the problem to another block.

David Voysey asked if this could wait and be added into the budget. Mr. Pryzby replied this is the first time this location has been referenced in the traffic study and the Council could wait to take action.

Diana Ewy Sharp noted the City was working at this location now. Mr. Pryzby noted if the Council decides to go forward on the concepts presented for 75th Street in the Village Vision, the City will be working on 75th again at a later time. Pat Daniels asked if available right-of-way could be determined from drawings of the last widening of 75th Street. Mr. Pryzby responded those are not available and a survey would still be necessary. He noted several issues need to be considered and addressed in adding a lane to a street. It is not a simple or inexpensive process.

Diana Ewy Sharp stated the traffic study recommendation states this needs to be done and questioned how the Council could determine it did not. Mr. Pryzby clarified the traffic study indicated a problem has been identified at this location it is a Council decision as to whether and how they want to address this. He feels the Council could wait until the next traffic study to take action.

David Belz asked what type of accidents were occurring at this location. Capt. Wes Jordan stated a study is done by the Police Department annually of the highest accident locations in the City and he would review their data.

David Voysey stated fiscal responsibility requires the Council to plan and to budget to address these issues. He is not saying that each accident is important, but the seriousness of the accidents recorded at this location do not appear to require immediate action. Diana Ewy Sharp questioned how fiscal responsibility could be weighted against the public safety of residents. This is a location

heavily traveled by high school students and the concern expressed has been for money.

Andrew Wang asked for clarification on what the 2005 Traffic Study reported. Mr. Pryzby responded the traffic study compiled reports from the past three years and looked at and analyzed intersection locations with 5 or more accidents reported over a given year. Based on the information collected and analyzed, the report recommended the installation of a left-turn lane at this location.

Ruth Hopkins noted the past three traffic studies have identified the intersection at 79th Street and Roe as a traffic safety concern and the Council has chosen not to take any action on that recommendation.

Michael Kelly stated he does not detect a sense of urgency and feels this work should be added to the next budget cycle.

David Belz asked what the "Village Vision" says regarding this area. Mr. Pryzby responded he did not know what was specifically recommended. He felt this issue (left turn lane) would need to be addressed at some point and since construction work was scheduled he went forward and acquired costs for the work to be done in conjunction with scheduled work as requested by the Council.

Doug Luther stated the "Village Vision Report" expresses concepts to calm traffic along 75th Street and beautify 75th Street. Any action would require further study and investigation. What is presented in the draft report is a separate issue.

Pat Daniels confirmed the report presents concepts. He does not view the traffic safety report recommendation as requiring immediate action, but rather as the identification of an area that needs to be watched. He noted it may be more cost effective to deal with this in conjunction with later 75th Street work.

Andrew Wang asked if there would be any cost to delay action. Mr. Pryzby responded Captain Jordan has stated the Police Department annually reviews accident areas and noted this is the first year this area has come up. The only cost to delay would be possible increased material cost due to higher oil costs.

David Belz stated he opposes going against the traffic safety report recommendation as he views citizen safety as paramount.

David Voysey asked if the 5 accidents per year number was a locally or nationally driven number. Mr. Pryzby responded the number was a criteria used by the Kansas Department of Transportation

Diana Ewy Sharp made the following motion, which was seconded by David Belz

**RECOMMEND THE CITY COUNCIL APPROVE ENGINEERING
CHANGE ORDER #1 WITH HNTB FOR PROJECT 190862:**

MISSION TO NALL AVENUE RESURFACING AND THE TRANSFER OF \$13,500 FROM THE GENERAL FUND CONTINGENCY TO THE CAPITAL INFRASTRUCTURE PROGRAM

The motion was voted on and defeated by a vote of 4 to 7 with the following votes cast: "aye" Wang, Clark, Ewy Sharp & Belz and "nay" Herrera, Hopkins, Voysey, Kelly, Wassmer, Daniels and Vennard.

COU2006-05 Consider Committee Structure

Barbara Vernon reviewed the history of council/committee for the City. In 1984, Mayor Taliaferro and Council members decided they wanted one committee meeting each month which all could attend to consider issues of general importance. They changed the committee system to have a Legislative/Finance Committee meeting and a Policy/Services committee on the first Monday of each month. Every Ward had one member on each of the two committees. The third Monday committee meeting was the Council Committee of the Whole which included all Council members. They also changed the time from after Council meetings to before with a meal provided by the City.

Two years ago the Council, during a day-long work session, decided they needed more time to talk about larger issues related to the future of the City. After talking about the concept, the Council agreed to a six month trial of Council Committee meetings only. That trial period ends in December.

One of the concerns expressed before the trial period began was there would not be time to thoroughly discuss the issues with only two committee meetings. That has not been the case. We began using the Consent Agenda for Council Committee meetings for routine items that would have taken fifteen minutes to explain and vote on in the previous system.

Mrs. Vernon reported during the past five months the Council has considered most of the items listed as issues on Council agenda and have not had to postpone any agenda items or extend meeting times. Members of the support staff feel this system is an improvement.

Ruth Hopkins stated she supports returning to the former committee structure. She acknowledged that in the past months she has learned a lot on many issues but does not feel she acquired the depth into the issues that was obtained under the former committee structure. She would rather understand one-half of the issues really well than to understand everything half as well. Charles Clark agreed with Mrs. Hopkins.

Michael Kelly stated he had not participated in the former structure, but he feels he would miss the opportunity for involvement in all issues and feels he gets enough information to understand the issues and would support remaining with the current committee structure.

Al Herrera stated he felt with the two different committees he was able to dissect the information more and had a more detailed understanding on which to base recommendations. He feels under the current structure there is not the opportunity to delve into issues to gain a deeper understanding. He would like to return to the former committee structure.

Diana Ewy Sharp stated she initially was very strongly opposed to the new structure expressing concern that the Council would not be able to cover all the items/issues necessary. She acknowledged with the use of the consent agenda for routine items and David Belz direction the council has finally been able to discuss more of the large picture items. She noted, however, that she was not sure how the structure would work during budget review and suggested that perhaps it only be continued for another six month period.

Laura Wassmer stated she favors the current structure and feels it has been very productive for the Council. She likes being able to participate in discussion of all the items on the agenda. She agreed that under the former structure the committee was able to discuss items in more detail, but also noted that sometimes the committee would spend 20 minutes on minutia. She appreciates having everyone's input and point of view and is not sure that would occur under the former structure. She noted if items needed more depth the time is available to delve into them in more detail.

David Belz stated he liked the new committee structure from the beginning as it gives everyone a chance to weigh in on every issue. He noted in the past he hasn't wanted to bring up questions on another committee's recommendation that he would ask under the current structure. He likes having everyone at the same level and does not feel the larger group setting or environment stifles discussion.

Diana Ewy Sharp made the following motion, which was seconded by Wayne Vennard and passed by a vote of 9 to 2 with Al Herrera and Ruth Hopkins voting "nay":

**RECOMMEND THE CITY COUNCIL CONTINUE UNDER THE
CURRENT COMMITTEE STRUCTURE MEETING ONLY AS A
COMMITTEE OF THE WHOLE UNTIL JULY, 2007.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Council President asked if there were any additional items the Council wanted to discuss at this time. Bob Pryzby noted he did not have time to respond to the petition by the residents on Briar to not have sidewalks constructed.

Pat Daniels moved the Council proceed without the proposed construction of sidewalks on Briar Street in conjunction with the schedule road resurfacing.

Mayor Shaffer noted the residents had been advised of when this item would be discussed by the Council and stated therefore he felt it should be officially placed on the agenda for consideration and the residents appropriately notified.

Holiday Tree Lighting

Mayor Shaffer announced at the recent meeting of the Municipal Foundation it was decided to hold this year's holiday tree lighting event at Corinth Square instead of at City Hall. The date remains the same, Monday, November 27th. The event will be held in the square near Mely's with Santa arriving on a fire truck and will include the usual school choir entertainment. He encouraged all to plan to attend.

Adjournment

With no further business to come before the committee, the meeting was adjourned by Council President David Belz at 7:15 p.m.

David Belz
Council President

**AGREEMENT FOR ADDITIONAL PROFESSIONAL
CONSULTANT SERVICES**

for

Traffic Engineering Consultant

THIS CONTRACT, hereinafter called the “**Agreement**”, made at Prairie Village, Kansas, this _____ day of _____, 2006, by and between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation with offices at 7700 Mission Road, Prairie Village, 66208, hereinafter called the “**CITY**” and **TRANSYSTEMS CORPORATION**, with offices located at 2400 Pershing Road, Suite 400, Kansas City, KS 64108, hereinafter called the “**CONSULTANT**”.

WITNESSED, THAT WHEREAS, the **CITY** has determined that the **CITY** requires the use of a professional traffic engineer, as commonly provided by peers in this profession, and intends to engage the services of a professional traffic engineer for a period of three years;

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

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

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

**ARTICLE I
PURPOSE**

The purpose of this additional scope of services is to provide additional services in connection with a cut-through traffic study on Rosewood Drive.

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

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

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

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

Task 1 – Rosewood Drive Cut-Through Traffic Study

Concept: In accordance with Prairie Villages' Traffic Calming Policy, a Cut-Through Traffic Study is needed to predict traffic pattern changes that will result from various traffic calming applications to Rosewood Drive between 79th Street and Roe Avenue.

Actions: The consultant will perform traffic count and traffic movement data collection and analysis in connection with the development of the Cut-Through Traffic Study:

Traffic Count Data Collection: The following data will be collected for this location by the **CONSULTANT** to provide the necessary traffic engineering statistics for analysis purposes.

1. Average Daily Traffic (ADT) counts for a seven day/24-hour period at the following locations:
 - a. Rosewood Drive between 80th Street and 80th Terrace
 - b. Rosewood Drive between 81st Street and Roe Avenue
 - c. 81st Street between Nall Avenue and Rosewood Drive
2. At the locations noted above, collect speed surveys providing the range of speeds in ten mile increments, average speed, and the 85th percentile speed.
3. At the locations noted above, collect percentage of heavy truck traffic

Traffic Count Data Analysis: The **CONSULTANT** will review and analyze the collected data:

1. Review current speed program for safe movement of traffic through the **CITY**.

Traffic Movement Data Collection: The following data will be collected by the **CONSULTANT** to provide the necessary traffic engineering statistics for analysis purposes.

1. During the PM peak one hour period; perform a traffic movement study along Rosewood Drive between 79th Street and Roe Avenue. Specifically, a license plate study will be performed to measure the following movements:
 - a. To/from Rosewood Drive at 79th Street (two people)
 - b. To/from Rosewood Drive at Roe Avenue (two people)
 - c. To/from 81st Street at Nall Avenue (two people)

Traffic Movement Data Analysis: The **CONSULTANT** will review and analyze the collected data:

1. City Staff will Determine Emergency Response, Snow Removal, Trash Truck, and School Bus routes in the area.
2. Develop a report documenting the methods of the study, data collected, and findings of a review of the data. Figures to be included in the report will include a figure showing the volume of cut-through traffic on Rosewood Drive at 79th Street, Roe Avenue and 81st Street.

Task 2 – Elmonte Street Cut-Through Traffic Study

Concept: In accordance with Prairie Villages' Traffic Calming Policy, a Cut-Through Traffic Study is needed to predict traffic pattern changes that will result from various traffic calming applications to Elmonte Street between 79th Street and 82nd Street.

Actions: The consultant will perform traffic count and traffic movement data collection and analysis in connection with the development of the Cut-Through Traffic Study:

Traffic Count Data Collection: The following data will be collected for this location by the **CONSULTANT** to provide the necessary traffic engineering statistics for analysis purposes.

1. Average Daily Traffic (ADT) counts for a seven day/24-hour period at the following location:
 - a. Elmonte Street between 79th Street and 82nd Street.
2. At the location noted above, collect speed surveys providing the range of speeds in ten mile increments, average speed, and the 85th percentile speed.
3. At the location noted above, collect percentage of heavy truck traffic

Traffic Count Data Analysis: The **CONSULTANT** will review and analyze the collected data:

1. Review current speed program for safe movement of traffic through the **CITY**.

Traffic Movement Data Collection: The following data will be collected by the **CONSULTANT** to provide the necessary traffic engineering statistics for analysis purposes.

1. During the PM peak one hour period; perform a traffic movement study along Elmonte Street between 79th Street and 82nd Street. Specifically, a license plate study will be performed to measure the following movements:
 - a. To/from Elmonte Street at 79th Street (two people)
 - b. To/from Elmonte Street at 82nd Street (two people)

Traffic Movement Data Analysis: The **CONSULTANT** will review and analyze the collected data:

1. City Staff will Determine Emergency Response, Snow Removal, Trash Truck, and School Bus routes in the area.
2. Develop a report documenting the methods of the study, data collected, and findings of a review of the data. Figures to be included in the report will include a figure showing the volume of cut-through traffic on Elmonte Street between 79th Street and 82nd Street.

ARTICLE III
CITY'S RESPONSIBILITIES

The **CITY** shall do the following in a timely manner:

1. Designates the Director of Public Works to act as the **CITY**'s representative with respect to the services to be performed or furnished by the **CONSULTANT** under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the **CITY**'s policies and decisions with respect to the **CONSULTANT**'s services for the Project.

2. Make available to the **CONSULTANT** all existing data and records such as maps, plans and other information possessed by the **CITY** which are relevant to the **CONSULTANT** in the completion of this Agreement.
3. Approve all criteria and information as to **CITY**'s requirements, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the **CITY** relative to this Project.
4. Review all submittals presented by the **CONSULTANT** in a timely manner.

ARTICLE IV **TIME SCHEDULE**

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

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

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

Task 1 – Rosewood Drive Cut-Through Traffic Study by: January 15, 2007

Task 2 – Elmonte Street Cut-Through Traffic Study by: January 15, 2007

ARTICLE V **COMPENSATION**

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

Task 1 – Rosewood Drive Cut-Through Traffic Study	\$ 4,600.00
<u>Task 2 – Elmonte Street Cut-Through Traffic Study</u>	<u>\$ 1,900.00</u>
Total	\$ 6,500.00

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

All invoices must be submitted monthly for all services rendered in the previous month. The **CONSULTANT** will invoice the **CITY** on forms approved by the **CITY**. All prepared invoices shall be accompanied by a

documented breakdown of task expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours; description of other **CONSULTANT** services; and detail list of non-salary expenses.

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

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

CITY:

CONSULTANT:

City of Prairie Village, Kansas

By: _____
Ronald L. Shaffer, Mayor

By _____

Address for giving notices:

Address for giving notices:

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

Telephone: 913-385-4600

Telephone:

ATTEST:

APPROVED AS TO FORM BY:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney

**COMMUNITY CENTER STUDY COMMITTEE
26 OCTOBER, 2006
MINUTES**

The Community Center committee met at 7:00 pm. Members present: David Belz, Chairman, Ron Shaffer, Bill Griffith, and Wayne Vennard. Also present: Doug Luther and Bob Pryzby.

Committee members reviewed and approved minutes from the 28 August meeting as submitted.

Community Asset Inventory

Mr. Luther reported that requests for proposals were sent to four firms. Two responses were received with fees ranging from \$9,000 to approximately \$150,000. Committee members reviewed proposals submitted by Olsson Associates and the Art Davis Group/Hollis & Brown.

Given the vast disparity in pricing, Mr. Belz asked if committee members still wish to continue with conducting an asset inventory.

Mr. Griffith expressed concerns that a consultant would not be able to provide a definitive answer as to whether or not a need exists for a community center. Mr. Luther reminded committee members that the inventory would identify existing meeting and fitness facilities in the area. Determining whether or not the City should build a community center will be a judgment call which needs to be made by the City Council.

Mr. Belz said that, if an inventory is conducted, it should be done by an outside consultant rather than City staff.

Committee members asked if the firm that did the market study from the YMCA was asked to submit a proposal. Mr. Luther said they were not, noting that the committee in its prior meeting felt an assessment independent of the YMCA should be performed.

Mr. Vennard said he was not impressed with the agreements the YMCA had reached with other communities. He feels this type of agreement would not be in the City's best interests.

Mr. Vennard suggested the City pursue ways to encourage Prairie Village residents to use facilities offered by neighboring communities, such as Overland Park and Mission, suggesting the City investigate the possibility of Prairie Village subsidizing Prairie Village resident memberships at these facilities.

Committee members agreed that, before pursuing even the possibility of building a community center, it is important to determine if there is truly a need for one in the community, and if a Prairie Village facility could be viable.

Committee members agreed that a first step in this process would be to conduct an asset inventory, and that the City should pursue working with Olsson Associates to conduct the inventory.

Mr. Griffith moved and Mr. Vennard seconded a motion which was unanimously approved, directing staff to negotiate an agreement with Olsson & Associates to conduct a community asset inventory for a fee not to exceed \$8,892. When a contract is prepared, it would be presented to the City Council for approval.

There being no further business the meeting adjourned.

David Belz
Chairman

PARK AND RECREATION COMMITTEE
NOVEMBER 8, 2006

The Park and Recreation Committee met November 8, 2006.

Present and presiding, Chairperson Diana Ewy Sharp. Members present: Vice-Chairperson Ruth Hopkins, James Reimer, Kathy Peterson, Peggy Couch, Diane Mares, Shelly Trewolla, Jim Bernard Jr., Clarence Munsch, and A.J. LoScalzo. Also present: Mike Helms, Barbara Vernon, Craig Doty and Bob Pryzby.

Call to Order

Chairperson Diana Ewy Sharp called the meeting to order at 7:05 p.m.

Public Participation

There was no public participation.

Consent Agenda

Ruth Hopkins moved for approval of the Consent Agenda. Jim Bernard seconded the motion which was approved. Minutes of the October 18, 2006 meeting were approved.

Reports

1) Public Works Report – Bob Pryzby

Bob Pryzby noted the Arts Council was pleased that someone was photographing and inventorying the fountains and sculptures within the City. Bob stated he has almost completed the inventory and that he will present information and photos on the sculptures to the Parks and Recreation committee in the future. This presentation will be done with the budget discussion.

Bob also noted that he spoke with the Prairie Village Homes Association about the fountain in their neighborhood, and his interest in determining ownership in order to determine who should maintain and repair the fountain. He presented the responsibility that would be expected if the City owned, or if the homes association owned the property. Bob stated that the homes association will discuss the matter and research ownership and will contact him at a later date. He assured them that if the City took over the island, it would not be changed without consultation with the members of the Homes Association. He said he believes they will want the City to take responsibility for the island. Bob also stated that he will have discussions with other homes associations in the future to address the same issues.

Bob stated his concern with the possibility of Lacrosse being practiced on fields in Prairie Village. He noted the damage to the turf could be substantial, and that he would support the idea only if they would always practice on different fields in Prairie Village. It is repetitive practice on the same area that harms playing fields.

Bob received a Change Order from the contractor working on the Meadowlake Park Tennis Courts for additional asphalt for drainage, and survey work in the amount of \$3,721.12. Bob stated these funds are available in a Capital Improvements account and he will approach the City Council for authorization to access the funds.

2) Public Works Report - Mike Helms

Mike informed the committee that Shawnee Mission Tree had been in parks removing low hanging and broken branches from the trees adjacent to sidewalks. They are also working on a complete inventory of trees in each park in the City.

Crews have been mowing, vacuuming and bagging leaves in the parks, and will continue to do so as the season progresses. Crews are also winterizing fountains and irrigation systems in the parks.

Mike noted that a retaining wall will be built on the east side of the skate park next to one of the ramps. This ramp needs to be shored up as dirt is pulling away from it creating safety issues for park patrons. The area is surrounded by tape to keep skaters away from the construction.

Kathy Peterson told Mike that her neighbor has been blowing his leaves into the street and asked what she should do about this violation. Bob told Kathy to call Marcia Grading, Prairie Village Codes Enforcement Officer with the report. Mike Helms said that is not permitted in the City and it is important for the City officials to have information so this can be stopped.

Old Business

1) McCrum Park Improvements – Fence at Tennis Court – Bob Pryzby

Bob reported bids have been received from contractors to install either a 4' (\$2,268) or 10' (\$3,846) fence along the side of the tennis court at McCrum Park. James Reimer presented photos of tennis courts in the area that have both a 4' and/or a 10' fence as is being proposed for McCrum. James said he prefers the 4' fence. Ruth Hopkins stated that the 4' fence is the more attractive option. Diana Ewy Sharp stated that while Zack Hardy was not in attendance, he had indicated to her that his preference was a 10' fence. Diane Mares was concerned with the high cost of the project. Bob stated that a decision did not need to be made tonight, and suggested both bids could be included in the bid as options. Committee members agreed to handle it that way. Diana Ewy Sharp mentioned there is an active citizen group in this neighborhood and before the project is complete, she would like citizen input. Bob suggested inviting them to the meeting at which preliminary design plans will be presented.

2) Proposed Parks Plan - Diana Ewy Sharp

Diana noted she and Ruth are planning to present one of the proposed parks plan's recommendations to the City Council at an upcoming meeting, probably on December 18. She said when a final date is chosen, she will notify the committee before the meeting.

New Business

1) Consider USTA Application for Tennis Tournament – Barbara Vernon

Barbara Vernon reported the United States Tennis Association has applied for a permit to use the tennis courts at Harmon Park for an annual tournament. They used City facilities for this tournament in 2006 and caused no problems. The revenue from the permit fee is expected to be approximately \$1,275. There are no conflicts with City or school activities on the courts. Mike Helms noted the facilities were very clean during and after the tournament. Barbara Vernon said she was not aware of any complaints made to the City. Jim Bernard moved for approval which was seconded by Diane Mares, and was approved with a unanimous vote.

2) Consider Swim and Dive Lessons – Craig Doty

Craig Doty reported to the committee that he changed his recommendation after consulting with the coaches. He believes lessons for Swim and Dive team members should continue in 2007. He said the coaches think lessons should continue because they build team spirit. In addition, in order to maintain the popularity of this program, he recommends the fees remain at the same rates as in 2006. Jim Bernard asked if the City retains any of the fees received. Craig noted that 20% of the registration fees for lessons are retained by the City. Diane Mares asked why the lessons are only open to team participants. Craig stated this is an effort to avoid duplicating services offered by Johnson County Parks and Recreation at the pool. When asked if lessons created a conflict with other teams and lessons, Craig said that sometimes there was a conflict with Synchronized Swim team practices, but the coaches have been willing to shift schedules when necessary. Craig recommended fees for (6) ½ hour semi-private lessons be offered for swim team at \$30 and dive team at \$60. Diane Mares moved for approval of lesson fees as recommended by staff which was seconded by Clarence Munsch and approved by a unanimous vote. Diana noted that typically the Council seeks an increase each year for all user fees and for committee member to understand these fees may be supported only with the accompanying increase.

**RECOMMEND COUNCIL APPROVE THE FOLLOWING
FEE STRUCTURE FOR 2007 LESSONS FOR AQUATIC TEAM
MEMBERS.**

Swim team lessons, (6) ½ hour semi-private lessons - \$30

Dive team lessons, (6) ½ hour semi-private lessons - \$60

COUNCIL ACTION REQUIRED

(3) Consider December Meeting – Diana Ewy Sharp

Diana asked the committee to consider if a December meeting is needed. Barbara Vernon stated there are items of business that could be dealt with in December, but could be held over until January because the meeting is early in the month. Contracts for Johnson County Parks and Recreation and Challenger Sports for use of facilities in 2007 and the consideration of a security camera system at the swimming pool complex could be dealt with either in December or January. Diana stated that she, along with Ruth Hopkins and Barbara Vernon, will decide within the next two weeks if a meeting in December is needed. Committee members will be notified of the decision before the first of December.

Information Items

(1) Diana Ewy Sharp stated amendments to the aquatics policy and the fee changes for the 2007 recreation season were approved by the City Council. She said she shared with Council members the concerns that increasing daily fees could result in decreased attendance. Council members decided because of the major subsidy required to continue pool programming, this increase is necessary.

(2) Diana Ewy Sharp informed the committee that she has been asked by Lynn Hayes, a Lacrosse parent representative, to consider sponsoring the team as an addition to City recreation programming. Diana wanted to get the committee's feeling on this subject. Ruth Hopkins noted that a friend told her the equipment for this sport is expensive. Her son participates in the program and she hopes the City will agree to sponsor the team. Diana Ewy Sharp said the parents felt a monetary contribution was not necessary as they are self-sufficient currently; they are just in need of practice fields and they would request that they be given preferential treatment in reserving fields. Diane Mares stated she likes the idea of exploring the option. Ruth Hopkins stated that perhaps they should approach the Kansas High

School Athletic Association for sponsorship and try to become a school team. Shelly Trewolla stated in schools, if they add a boy's team, they must also add a girl's team.

Barbara Vernon noted that currently, fields are rented by using a lottery system to choose order of reservations. If they were to be given first choice of fields as a City sponsored program, the Parks and Recreation Committee would need to adopt a new policy stating the change. Clarence Munsch suggested the City inform the team of the policy for field reservations, and see if they would still be interested in pursuing City-sponsorship. James Reimer said Lacrosse requires a football sized field and the City may not have enough to provide the team with what they need. Diana reminded committee members they have been talking about expanding programs beyond aquatics and tennis teams so it would be reasonable to discuss being a sponsor and facilitating this sport. James Reimer suggested Diana inform them there would be no field reservation preferences and see if they would still be interested. Diana Ewy Sharp agreed that she set up a meeting with the parent representatives of the team along with Ruth and staff to explore the possibility.

(3) A.J. LoScalzo asked to show a picture of a proposed gazebo at Franklin Park. She said she and Joan Peschka have been working on this project for some time and have had a concept drawing prepared. So far they have raised funds of approximately \$9000 for the project but stated the project will cost much more than that. Joan plans to leave money in her will for the project but A.J. would like to have it completed with other funds.

Design of the gazebo envisions a stone structure using the same type of stone used in the gates on the northwest side of the park. The gates flank the circular rose garden. The circular gazebo will be constructed behind the rose garden and the gates. The use of stone carries out the theme of the fox hunt

area which is part of the early history of the park and gates. A weather vane in the shape of a fox will be mounted at the top of the gazebo. Committee members generally expressed appreciation and enthusiasm for the project. A.J. said Bob Pryzby will try to obtain a ball park cost for the project.

(4) Diana Ewy Sharp said she brought some Heritage League maps for the committee members. She also recommended committee members look at the new Johnson County Library history site.

Adjournment

The meeting was adjourned at 8:40 p.m. by Chairperson, Diana Ewy Sharp.

Diana Ewy Sharp
Chairperson

ARTICLE 4. SMOKING

11-401 PURPOSE. The Governing Body of the City of Prairie Village, Kansas finds and declares that the smoking and carrying of any lighted smoking materials in certain areas accessible to the general public is hazardous to the health, safety, and general welfare of persons and property in such areas. The purpose of this Article is to regulate smoking and the carrying of lighted smoking materials in places of employment and all public places. By enactment of the Article, the Governing Body of the City of Prairie Village seeks to promote public health by decreasing citizens' exposure to secondhand smoke and create Smoke-free environments for workers and citizens through regulation in the work place and all public places.
(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-402 DEFINITIONS. The following terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) Employee: Any person who performs services for an employer, with or without compensation.
- (b) Employer: A person, partnership, association, corporation, trust, or other organized group of individuals, including the City or any agency thereof, which utilizes the services of one (1) or more employees.
- (c) Enclosed: A space bound by walls (with or without windows) continuous from the floor to the ceiling, including, but not limited to, offices, rooms, all space therein screened by partitions, which do not extend to the ceiling or are not solid, "office landscaping" or similar structures and halls.
- (d) Open Office Landscaping: Indoor areas without permanent walls, or walls that are not floor to ceiling; open space such as waiting areas and atriums; cubicles and/or open desk seating areas
- (d) ~~Permanently Designated: A hotel or motel room may be designated as a smoking room only one time a year.~~
- (e) Place of Employment means any enclosed area under the control of public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias, hotel or motel sleeping rooms, private rooms in nursing homes, private meeting/conference rooms and halls not open to the general public while being used for private functions or located within private clubs, and hallways. A private residence is not a "place of employment" unless it is used as a childcare, adult day care or health care facility.
- (f) Public Place means any enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, educational facilities, health facilities, laundromats, public transportation facilities, reception areas, production and marketing establishments, retail service establishments, retail stores, theaters, and waiting rooms. A private residence is not a "public place" unless it also serves as a "Place of Employment."
- (g) ~~Restaurant means a building wherein food is prepared and served in ready-to-eat form to the public for human consumption, wherein alcoholic beverages may be sold for consumption and more than fifty percent of the income is derived from the sale of food. "Restaurant" includes, but is not limited to, café, cafeteria, grill, pizza parlor, diner, snack shop, hamburger shop and steakhouse.~~

- (h) Service Line means any indoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involved the exchange of money.
 - (i) Smoking means the possession of lighted smoking materials in any form, including but not limited to, the possession of lighted cigarettes, cigars, pipes, or other tobacco or other products.
 - (j) Sports Arena means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.
- (Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-403

SMOKING PROHIBITED IN ENCLOSED PLACES OF EMPLOYMENT AND ALL ENCLOSED PUBLIC PLACES.

- (a) Smoking shall be prohibited in all enclosed places of employment within the City.
- (b) It shall be the responsibility of all employers with the City to provide a smoke-free workplace for all employees environment in all enclosed areas accessible to employees and/or customers.
- (c) Each employer having any enclosed place of employment located within the City shall adopt, implement, make known and maintain, a written smoking policy which shall contain the following requirements: Smoking shall be prohibited in all enclosed facilities within a place of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, and all other enclosed facilities.
- (d) The smoking policy shall be communicated to all employees within four (4) weeks of the adoption of this Ordinance.
- (e) ~~Each employer shall supply a written copy of this Article to any existing or prospective employee.~~
- (d)(e) Smoking shall be prohibited in all enclosed public places within the City, including, but not limited to:
 - (1) Any vehicle of public transportation, including but not limited to buses, limousines for hire and taxicabs.
 - (2) Elevators.
 - (3) Restrooms.
 - (4) Private residences operating as Day Care Centers pursuant to Chapter 19.34 of the Prairie Village Municipal Code.
 - (5) Libraries, educational facilities, childcare and adult day care facilities, museums, auditoriums, aquariums and art galleries.
 - (6) Any health care facility, health clinics or ambulatory care facilities, including but not limited to laboratories associated with the rendition of health care treatment, hospitals, nursing homes, doctors' offices and dentists' offices.
 - (7) Any indoor place of entertainment or recreation, including but not limited to gymnasiums, theaters, concert halls, bingo halls, billiard halls, betting establishments, bowling alleys, arenas and swimming pools.
 - (8) Service Lines.
 - (9) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance; provided, however, that smoking may take place on stage during live theatrical performances.

where smoking is integral to the plot or storyline and prior notice is given to the audience.

- (10) Shopping malls.
- (11) Sports arenas, including enclosed places in outdoor arenas.
- (12) Bars.
- (13) Restaurants.
- (14) Convention facilities.
- (15) All public areas and waiting rooms of public transportation facilities, including but not limited to bus and airport facilities.
- (16) Any other area used by the public or serving as a place of work, including open office landscaping.
- (17) Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, or committee, including, but not limited to joint committees or agencies of the City or any political subdivision of the State of Kansas during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the City.
- (18) All enclosed facilities and vehicles owned by the City.
- (19) Rooms in which meetings or hearings open to the public are held, except where such rooms are in a private residence.
- (20) Within ten (10) feet of any public entrance to a public place; provided, however, that this prohibition shall not apply to the following: any portion of the public right of way that may be within ten (10) feet of said entrance, and the outdoor seating area of a restaurant or drinking establishment where smoking is allowed. With respect to said outdoor seating area, smoking may be allowed only if reasonable efforts are made to minimize the chance of smoke affecting the inside occupants of the establishment.

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-4034 AREAS WHERE SMOKING IS NOT REGULATED

- (a) Private residences, not serving as enclosed places of employment or an enclosed public place.
- (b) An existing retail establishment whose primary business is the sale of tobacco products and new retail establishments whose primary business is the sale of tobacco products which are located in a stand-alone building not attached to or the part of any building devoted to other uses
- (b) ~~Outdoor, unenclosed areas of restaurants, drinking establishments, and private clubs including but not limited to decks, patios, etc.~~
- (c) ~~Hotel and motel rooms that are rented to guests and are permanently designated as smoking rooms; provided, however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated.~~

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-405 RESPONSIBILITIES OF PROPRIETORS, OWNERS, AND MANAGERS

- (a) Any proprietor, owner or manager or other person in control of a place regulated by the provisions of this article shall not knowingly permit, cause, suffer or allow any person to violate the provisions of this Article in that place and shall take all necessary steps to prevent or stop another person from

smoking in violation of this Article. "Necessary steps" means to take all reasonable actions to prevent smoking in violation of this Article by employees, patrons and visitors in the place, business, office, or establishment, including posting no-smoking signs and removing all ashtrays; verbally asking a person who is smoking to extinguish the smoking materials; refusing service to a person who is illegally smoking; verbally asking anyone illegally smoking to leave the premises; and applying standard business procedures in the same manner for violations of house rules or other local ordinances or state laws. If the employee, patron or visitor smoking in violation of this Article is hard of hearing, the communication with that person may be written, in sign language or other effective means of communication.

~~(b) It shall be unlawful for any proprietor, owner or manager or other person in control of a place regulated by the provisions of this article to fail to provide and permanently affix conspicuous signs clearly visible from all major public entrances advising that smoking is prohibited in the place.~~

~~(1) All signs which are used to identify a non-smoking area shall use the primary words No Smoking and shall also include the international no smoking symbol and shall also state Pursuant to PVMC 11-403.~~

~~(2) All signs which are used to identify an area in which smoking is permitted shall use the primary words Smoking Permitted and shall also include the international smoking symbol.~~

~~(3) All signs which are used to identify both smoking and non-smoking areas shall be placed at a height and location easily viewable by a person entering the establishment and shall not be obscured or obstructed in any manner. Signs shall be proportionally conspicuous to the size or characteristics of the entranceway. In no case shall the primary lettering and international symbol on the signs be less than one inch in height.~~

~~(c) The absence of proper signage as required in this section shall in no manner nullify the requirements of this Article.~~

~~(Code 1973, 10.09.040, Ord. 2109 Sec 11, 2005)~~

11-406 PENALTIES FOR VIOLATION

~~(a) A person who smokes in an area where smoking is prohibited by this Article shall be guilty of an infraction punishable by a fine as set forth in Section 1-116 of this code.~~

~~(b) A person having control of a public place or place of employment and who fails to comply with the provisions of this Article shall be guilty of infraction punishable by:~~

~~a. A fine not exceeding one hundred dollars (\$100) for the first violation.~~

~~b. A fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year.~~

~~c. A fine not exceeding five hundred dollars (\$500) for each additional violation within one (1) year as set forth in Section 1-116 of this Code.~~

~~(c) Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.~~

~~(e) In addition to the fines established in section 11-405(b) by this Section, violation of this Article by a person having control of a public place or place of employment may also result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation~~

~~(d)-~~

~~suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.~~

~~(e)(d)Theoccurred. The City may further enforce this article by maintaining any action in the appropriate court for injunction to enforce the provisions of this article, to cause the correction of any such violation, for assessment and recovery of a civil penalty for such violation or to pursue other appropriate civil remedy.~~

~~(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)~~

~~11-407 NON RETALIATION. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Article or reports or attempts to prosecute a violation of this Ordinance.~~
~~(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)~~

11-408 OTHER APPLICABLE LAWS. This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.
(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-409 LIBERAL CONSTRUCTION. This article shall be liberally construed as to further its purposes.
(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-410 EFFECTIVE DATES

~~(a)This ordinance shall take effect and be in force from January 2, 2008, and after its publication in the official City newspaper. Except as provided below, this article shall become effective sixty (60) days from the adoption by the Governing Body and publication in the official City newspaper.~~

~~(b)As applied to restaurants and other food service establishments, this article shall not become effective until the following cities adopt ordinances or regulations similar to this article:~~

- ~~(1)Fairway, Kansas~~
- ~~(2)Kansas City, Missouri~~
- ~~(3)Leawood, Kansas~~
- ~~(4)Mission, Kansas~~
- ~~(5)Mission Hills, Kansas~~
- ~~(6)Overland Park, Kansas~~

~~(c)The City Clerk shall maintain a library of ordinances regarding smoking restrictions in the municipalities listed in 11-410 (b)~~

~~(1)When all municipalities listed in 11-410 (b) enact ordinance requirements similar to this Article, the City Clerk shall provide for public notice through the appropriate communication methods and a communication to the City Council.~~

~~(2)Such notice shall state that this article will apply to restaurants and other food service establishments after sixty (60) days from the date of the notice.~~

~~(3)(1) The City Attorney may provide guidance regarding the interpretation and application of the requirements of this section to determine when the provisions of 11-410(b) shall come into effect.~~

(Code 1973, 10.90.040; Ord. 2109 Sec II, 2005)

11-411 ENFORCEMENT

- (a) The authority to administer the provisions of this article is vested in the Chief of Police.
- (b) Notice of the provisions of the Article shall be provided to all applicants for a business license.
- (c) Any citizen who desires to register a complaint under this Article may initiate enforcement by contacting the Police Department.

(Code 1973, 10.09.040; Ord. 2109 Sec II 2005)

DRAFT

MAYOR'S ANNOUNCEMENTS

Monday, November 20, 2006

Committee meetings scheduled for the next two weeks include:

Council Committee of the Whole	12/04/2006	6:00 p.m.
Council	12/04/2006	7:30 p.m.

The Prairie Village Arts Council is pleased to feature a pastels exhibit by the Mid-America Pastel Society in the R.G. Endres Gallery during the month of November.

The necessary forms for receipt of the "Council Communications Stipend" have been placed at each Council member's chair. These forms need to be completed and returned by January 5th. If you have any questions please call Karen Kindle at ext. 4213.

The city offices will be closed November 23 and 24 in observance of Thanksgiving Day. Deffenbaugh will also be closed on Thanksgiving Day so trash pick-up will be delayed.

The Mayor's Holiday Tree Lighting will be on Monday, November 27th at 6:30 p.m. at Corinth Square. Donations to the Holiday Tree Fund will be utilized in assisting Prairie Village families and Senior Citizens needing help to pay their heating and electric bills during the cold winter months, as well as with home maintenance throughout the year. Your tax-deductible contributions are appreciated.

The Employee's Awards luncheon will be held on December 1st from noon to 2 pm at City Hall in the Council Chambers.

The Mayor's Holiday Gala will be Friday, December 1st at 6:30 p.m. at the Homestead Country Club. **RSVP to Jeanne by November 27th.**

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

INFORMATIONAL ITEMS

November 20, 2006

1. City Administrator's Report – November 17, 2006
2. Planning Commission Minutes – October 3, 2006
3. Planning Commission Actions – November 7, 2006
4. Prairie Village Police Department 2006 Citizens Survey Results
5. Information about the Clean Air Kansas City ordinances in the metro area.
6. Invitation to 2006 Annual Social Dinner hosted by the Johnson and Wyandotte Counties Council of Mayors – December 12, 2006 **RSVP by November 28.**
7. Letter from Prairie Village resident
8. Mark Your Calendar
9. Council Committee Agenda
10. Prairie Village Employee Noteworthy

CITY ADMINISTRATOR'S REPORT

November 17, 2006

Assessed Property Valuations

The City recently received a report of the 2006 final assessed valuation of all real estate, personal and state assessed property in the City used for computing final tax levies for 2007 budgets. Assessed valuation estimated by City staff for 2007 budget purposes was 2.6% higher than the final value calculated by the County Appraiser. Staff estimates budget assessments based on information provided in June by the County Clerk's office, assessed values are not finalized until October. Last year staff's budget estimate for assessed valuation was 1% lower than the final amount established by the County Appraiser's office.

The annual budgets cities submit to the state include the dollar amount of property tax the city must have to operate during the budget year. Although the city estimates the mill levy rate based on the dollars required and early estimates of assessed valuation, the final rate is determined by the County Clerk when final assessed valuations are calculated. This procedure insures that the City receives the dollars required for City services using a mill levy rate based on final assessed valuations.

What does this mean for Prairie Village?

- ❖ The ad valorem tax dollar amount the City requested, \$4,459,764, has not been changed
- ❖ The mill levy rate estimated in the 2007 budget document has been increased by the County Clerk from \$15.72 per thousand dollars of assessed valuation to \$16.13, an increase of 41 cents per thousand dollars of assessed valuation for the 2006 budget year, but only 29 cents higher than the mill rate assessed for the 2005 budget year.
- ❖ Next year, when elimination of the tax on new machinery and equipment is fully in effect, the overall value of assessed property in the City will decrease once again. This will mean an increased mill rate may be necessary to maintain the same amount of property tax revenue for 2008.

Finance Committee

Several weeks ago, during review of the Financial Management Policy, I mentioned the Mayor and I were discussing the need to form an ad-hoc Finance Committee. Mayor Shaffer recently appointed Charles Clark, Bill Griffith, David Voysey and Wayne Vennard to be the members of that ad-hoc Finance Committee.

The group will meet periodically to serve as a resource to staff. They will provide assistance to staff as we consider ways to present financial information to the Council for consideration. We will begin with the City's payroll and budgeting practices and eventually consider future methods for financing City services, new revenue source options and revenue/expenditure trends.

This group will have its first meeting Monday, November 20th at 4:30 pm in the Executive Conference Room. As with all City committees, these meetings will be open and minutes will be prepared for the City Council.

League of Kansas Municipalities Regional Supper

Mayor Shaffer and I attended this event held in Lawrence at the Union Pacific Depot earlier this week. The informative session featured a discussion of the League's 2007 Legislative Priorities.

LAVTR

A key legislative priority for the League in 2007 is reinstatement of the Local Ad Valorem Tax Reduction (LAVTR) program. This is a revenue-sharing program which was established as a partnership between the state and local governments. This type of revenue sharing between the State of Kansas and cities and counties dates back to the 1930's. In 1965, the current LAVTR formula was put into statute as part of a compromise. In that compromise, the old revenue sharing program and the local portion of the cigarette tax were eliminated. In exchange, cities and counties were to receive a portion of the state sales and compensating use tax. Beginning in 1991, the State of Kansas started "capping" LAVTR dollars and eventually stopped transferring LAVTR funds altogether in 2003. Reinstatement of full funding for LAVTR for FY2008 would require a total annual transfer of close to \$72 million from state revenue to cities and counties.

Because LAVTR was based on state sales and compensating use tax, the amount received by cities increased almost every year. In Prairie Village, revenue from this source increased from less than \$7,000 in 1978 to almost \$175,000 in 1991 when the state eliminated transfers. During the last session, legislation to reinstate the transfer on a phased-in basis was introduced but not approved. LKM staff believe that since state revenue currently exceeds estimates, this year may be an appropriate time to urge for reinstatement of the LAVTR transfers..

Telecommunications

A major focus of the League during the last legislative session was to preserve the right of cities to protect their right-of-way and maintain their ability to receive franchise fees from utilities which use that publicly owned property. The League was successful in doing that during this past legislative session. According to League officials, lobbyists for the telecommunications industry spent a significant amount of money for lobbyists to help achieve their goals at local levels this year. These companies are now turning their attention to federal legislators. In this arena, their goals are three fold: 1) limit franchise fees to a specific amount across the nation 2) adopt legislation that requires all franchise fees to be paid to the state then passed through to cities/counties based on a state formula and 3) assign responsibility for management of the right-of-way if it becomes federal law. When work in the right-of-way is not completed on time or correctly and when there are problems in the right-of-way, residents filing a complaint or notification with the City would have to be told to contact the FCC. LKM staff members urged city officials to contact their national representatives asking them to vote against any legislation that removes management of right-of-way from local officials.

2007 Legislative Session

The League is sponsoring the annual City Hall Day at the Capitol on Thursday, January 25, 2007. This is another good time for City officials to hear briefings from legislative leaders on legislation of municipal interest for the 2007 Legislative session. I urge you to consider attending this session.

**PLANNING COMMISSION MINUTES
MEETING OF OCTOBER 3, 2006**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, October 3, 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, 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; Laura Wassmer, City Council Liaison; Barbara Vernon, City Administrator; Doug Luther, Assistant City Administer and Joyce Hagen Mundy, Planning Commission Secretary.

APPROVAL OF MINUTES

Nancy Vennard noted the omission of the word "plan" on the second page, fourth paragraph, third line "are shown on the plan as". Bob Lindeblad moved the approval of the minutes of September 5th as corrected. The motion was seconded by Robb McKim and passed unanimously.

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 PC2006-08 and PC2006-10 since the need for both utility boxes was the same the general discussion was conditional for both with separate actions on each application.

PUBLIC HEARINGS

- PC2006-08 Request for Conditional Use Permit for Communication Utility Boxes at
5431 Somerset Drive
Applicant: Eric Stong, AT&T

- PC2006-10 Request for Conditional Use Permit for Communication Utility Boxes at
5324 West 87th Street
Applicant: Eric Stong, AT&T

Chris Carroll, representing AT&T, presented a history of the technological changes experienced by AT&T over the past years and a look into the new technology they will be able to offer with the proposed communication utility boxes. The new boxes will enable AT&T to provide super high wide ban services at 20 to 25 bits. This will enable the broadcast of high quality images and the opportunity to provide video programming over telephone lines. They are excited to be able to offer these expanded services through "Project Light Speed".

Mr. Carroll noted these applications are the first of approximately 15 applications that will come before the Commission. This technology requires the placement of a new communication box in close proximity to an existing box that will be retrofit to provide the new services. None of the cabinets are on private property. They are all located within the city right-of-way.

The retrofit cabinets will be approximately the same size as the current cabinets with the new box located adjacent to them. Landscape plans have been submitted for these two

Mr. Vaughn stated he does not support the staff recommendation to allow for an increase of 25% with only staff review.

Mr. McKim asked what the status of the existing boxes was. Mr. Williamson responded they are considered non-conforming structures, installed long before there were any ordinances regulating them.

Mr. McKim expressed concern with the proposed 25 year period. He would like to have the City able to take advantage of any downsizing of equipment.

Mr. Williamson noted because of the increased services being offered, boxes are increasing in size to allow for the enclosure of more cabling, not decreasing in size. However, he noted Kansas is the leading state in the number of wireless phones. There has been a 20% decrease in the number of landlines.

Mr. McKim stated he is still concerned with the 25 year period noting that is half the life of the City. He would be more comfortable with a 10 year period or some mechanism for staff review with the option to send to the Commission.

Ken Vaughn noted the applicant is required to maintain the conditions of the permit.

Chris Carroll stated the 25-year period is standard in most cities. He noted these units are placed at significant expense by AT&T and he is confident the company would have major concerns with a permit of a shorter duration because of the size of their investment.

Ron Williamson stated if the condition allowing for staff review of any change in size of less than 25% were deleted any change would be required to have Planning Commission approval. Randy Kronblad stated as long as any change has to come back to the Commission he does not see any downside to the 25-year permit.

Bob Lindeblad questioned the need for a 25-year period and suggested the permit be issued for an indefinite time, stressing the applicant must meet all the conditions of the permit and any deviation would result in review by the Commission.

Nancy Vennard asked if there was any language requiring the removal of the boxes if not used. Mr. Williamson replied that language is found in special use permits for towers.

Chris Carroll noted the original boxes that are being retrofit have existed for more than thirty-three years and are essential in order to provide services via landlines. He does not see them going away. He noted however AT&T engineers are telling him the proposed cabinet will be getting shorter. He stated he appreciated the consideration of staff review for minor changes, but rate having the 25-year permit as a higher priority. He stated they would have not problem removing cabinets if they were not needed.

Marc Russell stated he is not concerned with allowing staff review of changes less than 25%.

Chris Carroll noted the City of Overland Park increased their ordinance to allow non-conforming structure to increase by 35%. He stressed he does not want to come back with every change in cabinet size. He interprets the language to apply to new cabinets and he does not see them getting any bigger. The next version of the proposed cabinet will probably reduce in height from 56" to 48".

The landscape plan is well thought out and it should 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.

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 and north and this use is being installed on right-of-way next to the golf course 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 as 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 no 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 as all the parking can 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.

Robb McKim asked if the golf course were to develop, would the cabinet be moved? Mrs. Carroll responded that they might but it would be a developer's cost.

Bob Lindeblad moved the Planning Commission find the findings of fact favorable for the proposed Conditional Use Permit for the installation of a communications utility box in the right-of-way at 5431 Somerset Drive 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 installs the landscaping as shown on the plans 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 Randy Kronblad and passed unanimously.

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 and north and this use is being installed on right-of-way that should be able to accommodate it compatibly without 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 as 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 as 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 communications utility box in the right-of-way at 5324 West 87th 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 installs the landscaping as shown on the plans 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 Nancy Vennard and passed unanimously.

Nancy Vennard asked if the Meadowbrook Country Club was developed with 125-225 housing units would this unit be capable of providing service or would an additional unit be necessary. Mr. Carroll responded he does not know the service level of this unit, it may be that an additional unit would be needed. However, he noted the AT&T substation at 95th and Nall Avenue may be a possible location of another unit if needed.

Mrs. Vennard asked if these units could be placed inside structures such as parking garages. Mr. Carroll stated he did not know, but noted these products are targeted to residential consumers.

Nancy Vennard asked where the ADA sidewalk was located. Mr. Sharp responded vehicles would park in the front and there will be a ramp going up to the building

Robb McKim stated that even though only three parking spaces were needed offsite, he questioned on the requirement can be met on an indefinite basis with agreements on another property owner due to restrictions on this property. Mr. Sharp responded any changes would have to come back to the Planning Commission.

Nancy Vennard stated she was not familiar with the use of parallel parking spaces for ADA parking and questioned if 12 feet provided enough access for someone to get around. Mr. Williamson responded the City's ADA Coordinator has reviewed and approved the site plan for ADA compliance.

Bob Lindeblad said he still has concerns with the percentage of slope on the driveway. Mr. Williamson stated the site plan has been reviewed and approved by public works who feel it is acceptable.

Nancy Vennard moved the Planning Commission approve the site plan for 5301 West 75th Street subject to the following conditions:

1. That the applicant submits the final detailed landscape plan to Staff for review and approval.
2. That the design of the monument sign not be changed unless it is submitted to the Planning Commission for approval, however, the text of the sign may be changed to reflect the new use.
3. That a final design of the driveway addressing the grading and intersection with Ash Street be submitted to staff for review and approval.
4. That the ADA parking space be increased to 13' in width; the other space be increased to 23' in length; and the bump out at the entrance be flattened so that access to the parallel parking spaces is easier.
5. That the ramp access from the driveway to the entrance be final designed meeting ADA requirements which would require either hand railings or a serpentine design.
6. That the applicant provide proof of a lease of three spaces from an off site location.

The motion was seconded by Randy Kronblad and passed unanimously.

Bob Lindeblad stated he supported the motion because of the previous action of the Commission in granting the original zoning change, but does not support approving site plans without sufficient on-site parking and still questions the design. This should not be an example for the future.

Joyce Hagen Mundy reported the City Council in Committee approved the recommendation of the Commission for the change of use from "magazine publishing business" to "law office" for this property at their last meeting.

**PC2005-05 Tabled Request for Special Use Permit for
Wireless Communication Antenna
69th Terrace & Roe (McCrum)**

Ron Williamson introduced Matt Austin with Pollsinelli, Shalton, Welte, Seulthaus, who confirmed the applicant is continuing to explore alternate locations and requested this application be continued to the November 7th meeting of the Commission.

Bob Lindeblad moved to continue PC2005-05 to the November 7th meeting of the Planning Commission. The motion was seconded by Randy Kronblad and passed unanimously.

Mr. McKim asked how much longer this application would be continued. Mr. Austin replied he did not know, however, the applicant is actively exploring alternative locations. Mr.

There is an existing dwelling on the site with a single car garage. The applicant would like to have a two car garage and increase the size of the kitchen. The interior plan works better to extend to the front because the relationship between the kitchen, the dining room and living room is better. Larger open kitchens and two car garages are amenities that are sought by the current home buyers. The building still meets the minimum front yard setback as required by the zoning ordinance.

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

The use of the additional ten feet in the front provides a very workable relationship between the kitchen, living room and dining room. The proposal meets the needs of the applicant, is a good design and is still within the front setback of the zoning ordinance.

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;

None of the neighbors within 200 feet or the Homes Associations have expressed any opposition to the proposed building line modification.

Ken Vaughn stated the proposed improvements fall in line with the desire to redevelop the established areas of the City in order to retain residents.

Robb McKim confirmed the building line modification would only be for the area of the expansion as shown on the submitted site plan.

Nancy Vennard moved the Planning Commission approve the requested front building line modification for the property at 7922 Reeds Road from 40 feet to 30 feet for the garage expansion as shown on the plans submitted. The motion was seconded by Randy Kronblad and passed unanimously.

**PC2006-112 Request for Amendment to Sign Standards
Corinth Square Shopping Center**

Randy Kronblad noted a professional conflict of interest as an employee of Gould & Evans for this application and reclused himself from the meeting.

Bob Jones, representing Highwoods Properties at 310 Ward Parkway, Kansas City, Missouri, thanked the Commission for accepting this late submittal to their agenda. Highwoods Properties is planning to upgrade the signage at the shopping center and has submitted new standards for consideration and approval by the Planning Commission. The Corinth retail area has separate standards for the areas north and south of 83rd Street. The north area is actually "Corinth Square." It is older and there is a greater need for updating them than the south area. It is only Corinth Square that is being considered at this time. This proposal will update the sign standards that were approved in 1999, which was an amendment to an earlier sign standard.

These standards only affect the signage on the buildings and do not include the center monument signs.

Gregory Hugeback, with Gould Evans, reviewed the changes being requested and showed photos of the present and proposed signs.

1. Landlord Approval: Generally the same as original.

Robb McKim moved the Planning Commission approve the revised sign standards for Corinth Square North (3915 to 3975 West 83rd Street) as presented. The motion was seconded by Bob Lindeblad and passed by a vote of 5 to 0 with Randy Kronblad abstaining.

Randy Kronblad returned to the meeting.

OTHER BUSINESS

Consider a public hearing on changes to the Sign Regulations

Ron Williamson stated the Commission had received a copy of the "Memorandum & Order" from the District Court in Mr. Quinly's law suit against the City's sign regulation. The memorandum states the judge's findings and identifies the regulations found to be unconstitutional.

Mr. Williamson noted the City Attorney and his staff have come to an agreement with Mr. Quinly and the ACLU on the necessary areas to be revised. As the City's current ordinances can not be enforced it is important that this be addressed in a timely manner.

Robb McKim asked what the impact of this suit will have on other cities. Mr. Williamson stated it would have no direct impact. He anticipates most cities will keep their existing regulations until challenged and then changes would need to be made similar to what Prairie Village is being required to do.

Nancy Vennard asked if anyone had noticed a significant change in the number and size of signs within the City. Mr. Vaughn stated he felt there were more signs out.

Randy Kronblad moved the Planning Commission authorize a public hearing for November 7th on proposed revisions to Chapter 19.48 of the Zoning regulations entitled "signs". The motion was seconded by Robb McKim and passed unanimously.

Mission Road Bible Church

Nancy Vennard asked if anything had been done to address the uncovered HVAC duct work on the church. Doug Luther stated the church has submitted plans for an enclosure to be placed around the duct work on the south side of the building. Mrs. Vennard also noted a large exposed electrical panel near the front entry door.

Consider Planning Commission Consultant

Barbara Vernon advised the Commission that Kansas Statute (12-745) authorizes members of the Planning Commission "to employ such persons deemed necessary and . . . contract for such services as the Commission requires."

Kansas Statute (12-746) authorizes the Governing Body to approve a planning commission budget and make such allowances to the Planning Commission as it deems proper, including funds for the employment of such employees or consultants as the Governing Body may authorize. . . The Governing Body may enter into such contracts as it deems necessary for the purposes of this act.

Before this legislation was adopted by the state, the City Planner was appointed by the Mayor. This new legislation assigned responsibility for "employing" a City Planner to the Planning Commission. However, budgeting, financing and contract approval remain the responsibility of the Governing Body.

Randy Kronblad stated the interview process last year clearly reflected BWR was significantly stronger and better able to meet the Planning needs of the City. Gould & Evans had only one individual with planning background and it was not extensive. Nancy Vennard noted she spoke with one of the firms who were sent the RFP last year about why they did not reply. Their response was the services being requested cover a very specific niche and they did not have people skilled in that area, nor want to get into that area of planning.

Laura Wassmer stated it would be helpful for the Council to hear the comments made by the Commission this evening. She noted the Council was previously split on the question and noted there are several new Council members who need to be made aware of the Commission's perspective and the reasons for your recommendation.

Ken Vaughn asked Mrs. Vernon how and when the Commission's recommendation should be given to the City Council. Mrs. Vernon replied she would check with the Council President as to when it could go before the Council Committee of the Whole and get back to the Commission. Mr. Vaughn asked Mr. Kronblad and Mrs. Vennard to join him in making the presentation before the Council and asked other Commission members to attend if possible.

ADJOURNMENT

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 9:00 p.m.

Ken Vaughn
Chairman

Planning Commission Actions
Tuesday, November 7, 2006

PC2006-09 Request for a Conditional Use Permit for a Communication Utility Box to be located at 8220 Briar

The Planning Commission held a public hearing on this application and granted a Conditional Use Permit for the installation of a Communication Utility Box in the right-of-way at 8220 Briar subject to the following conditions:

1. That the applicant maintains the landscaping and replaces 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 installs 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 transplants the plants designated on the plan to a location suitable to the adjacent property owner.

PC2006-12 Request for a Conditional Use Permit for a Communication Utility Box to be located at 5324 West 87th Street

The Planning Commission held a public hearing on this application and granted a Conditional Use Permit for the installation of a Communication Utility Box in the right-of-way at 9321 Delmar subject to the following conditions:

1. That the applicant maintains the landscaping and replaces 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 installs 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 existing large Honey Locust trees be protected during construction.

PC2006-11 Renewal of Special Use Permit for Communication Antenna & Equipment installation at 7321 Mission Road

The Planning Commission held a public hearing on this application and recommended the City Council renew by Ordinance the Special Use Permit for wireless communication antenna and related equipment at 7231 Mission Road subject to the following conditions:

- 1) That the renewal of the special use permit be for a maximum of ten years. At the end of the ten-year period, and any subsequent 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) That all equipment cabinets and wiring shall be contained within the building and steeple.
- 3) That the antennas shall be painted a color that blends with the brick on the Church so that their visibility is minimized.
- 4) That the applicant shall not prevent other users from co-locating on the building.
- 5) That any permit granted which is found to be in non-compliance with the terms of the special use permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If the special use permit becomes null and void, the applicant will remove the antennas, equipment cabinets, and all other appurtenances and shall restore the site to its original condition within 30 days.
- 6) That the applicant shall comply with all local, state and federal regulations.
- 7) That in the event that the leaseholder abandons the facility and fails to remove the installation; the landowners shall remove it within 30 days.
- 8) That the applicant shall submit a letter from a structural engineer licensed in the State of Kansas, stating that the antenna installation has not caused any adverse affect to the structure of the steeple.
- 9) That the applicant shall submit a copy of the lease agreement to the City.
- 10) That the site plan submitted with the original application shall be reincorporated as a part of the approval of this request.

PC2005-05 Request for Special Use Permit for Wireless Communication and related equipment at 69th Terrace & Roe (McCrum)

The Planning Commission tabled consideration of this application to their February 7, 2007 meeting at the request of the applicant.

PC2006-13 Proposed Revisions to the Prairie Village Zoning Regulations Chapter 19.48 entitled "Signs"

The Planning Commission held a public hearing on the proposed revisions to Chapter 19.48 entitled "Signs", approved the proposed revisions as presented with one change clarifying what constitutes a school award sign, and forwarded them to the City Council with a recommendation for approval.

PC2006-114 Request for approval of City Entrance Identification Signs

The Planning Commission approved the proposed City Entrance Identification Signs as presented by the Director of Public Works.

2007 Schedule

The Planning Commission approved the 2007 meeting and submittal schedule with a change to their regular July meeting date from July 3rd to Tuesday, July 10th.




PRAIRIE VILLAGE POLICE DEPARTMENT

CHARLES F. GROVER - CHIEF OF POLICE

INTEROFFICE MEMORANDUM

DATE: November 8, 2006

TO: Mayor Ronald L. Shaffer and Prairie Village City Council Members

FROM: Chief Charles F. Grover 

SUBJECT: PRAIRIE VILLAGE POLICE DEPARTMENT 2006 CITIZENS SURVEY RESULTS

On an annual basis, the Department undertakes a citizen survey of individuals with which we have had contact during the calendar year. Survey participants are divided into three categories: citizens we have provided a service based on their call for assistance, victims of a crime and individuals we have cited or arrested during the year.

The survey contains this year's percentages and can be compared with a five- year average to provide some gauge in a limited participation survey where the responses may be trending.

The two most important items in the survey for me are found on page numbers six and seven. A person's perception of safety in a community is an important fact in determining the "quality of life" in the Prairie Village/Mission Hills community. The survey shows that even though a citizen has been a victim of a crime or used a police service, 88 percent of those surveyed still believe they live in a safe community. Finally, of those surveyed, 83 percent believe the quality of service given to them by all police employees was either excellent or good.

If you have any questions regarding the survey, please don't hesitate to contact me.

CFG:jlw

PRAIRIE VILLAGE POLICE DEPARTMENT

2006 Citizen Survey Results

Introduction

Survey data was used to sample the satisfaction of individuals who had contact(s) with member(s) of the Prairie Village Police Department during 2006. Surveys were sent to three categories of recipients: persons who received non-criminal related service, victims of crimes, and individuals who had been arrested or cited for misdemeanor offenses.

The Department has made a commitment to community-oriented policing. One of the cornerstones of that effort is to receive input from the citizens we serve on how to best meet their needs. The report that follows presents a summary of this survey. Data was rounded up to the nearest whole number; for that reason, the information presented may not always total 100 percent. This is the fifth year this survey format has been utilized, and five-year averages are part of the data presented.

Survey Participant Description

- | | |
|-----------------------|---|
| Service | Individuals in this category called the Department and an officer or community service officer was dispatched to provide a service that was non-criminal in nature. Calls such as neighbor disputes, civil disputes, barking dog or dog-bite reports, and domestic disturbances where there was no evidence of criminal activity. |
| Victim | Individuals in this category were the victims of a crime. |
| Arrested/Cited | Individuals in this category were either arrested by the Department or received a traffic citation. |

Survey Distribution

A total of 300 surveys were mailed between Wednesday, September 6 and Thursday, September 7. One hundred surveys were mailed to each of the three participant categories. The survey included information explaining the purpose of the survey, assured the recipient the survey was confidential, and gave the name of the Department contact if the recipient had any questions. While the surveys were anonymous, the survey was constructed to enable the Department to identify whether a particular survey was mailed to a service recipient, a victim, or a person who was arrested/cited.

PRAIRIE VILLAGE POLICE DEPARTMENT 2006 CITIZEN SURVEY

ANALYSIS AND FINDINGS

Demographic Information of Returned Surveys

OVERALL RESPONSES	SERVICE	VICTIMS	ARRESTED/ CITED
Percent Responding	19%	25%	7%

AGE OF RESPONDENTS	Under 20	21-30	31-40	41-50	51-60	Over 60	NO RESPONSE
Service	5%	-	-	21%	37%	37%	-
Victims	-	8%	13%	38%	8%	33%	-
Arrested/Cited	29%	29%	-	29%	14%	-	-

SEX OF RESPONDENTS	MALE	FEMALE	NO RESPONSE
Service	21%	58%	21%
Victims	33%	54%	13%
Arrested/Cited	14%	71%	14%

IS RESPONDENT A PRAIRIE VILLAGE OR MISSION HILLS RESIDENT?	PRAIRIE VILLAGE	MISSION HILLS	NO RESPONSE
Service	74%	11%	16%
Victims	88%	8%	4%
Arrested/Cited	86%	14%	-

HAS RESPONDENT HAD PREVIOUS CONTACT WITH THE PVPD?	YES	NO	NO RESPONSE
Service	68%	26%	5%
Victims	67%	29%	4%
Arrested/Cited	71%	29%	-

PART ONE RESPONSES

Police Officers

1. The attitude and behavior of the officers were:

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
18	Service	56%	33%	6%	6%	-
24	Victims	67%	29%	4%	-	-
7	Arrested/Cited	14%	43%	14%	14%	14%
49	OVERALL RATING	55%	33%	6%	4%	2%
	FIVE-YEAR AVERAGE	58%	30%	6%	4%	2%

2. How would you describe the officer's helpfulness and attempts to solve the problem?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
18	Service	61%	22%	11%	-	6%
24	Victims	67%	21%	8%	4%	-
7	Arrested/Cited	14%	29%	29%	29%	-
49	OVERALL RATING	57%	22%	12%	6%	2%
	FIVE-YEAR AVERAGE	55%	28%	9%	5%	2%

3. How would you describe the officer's professional courtesy and their ability to put you at ease?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
18	Service	67%	17%	11%	-	6%
24	Victims	67%	25%	8%	-	-
7	Arrested/Cited	14%	29%	14%	29%	14%
49	OVERALL RATING	59%	22%	10%	4%	4%
	FIVE-YEAR AVERAGE	58%	27%	8%	4%	3%

4. Overall performance of Prairie Village Police Department officers:

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
18	Service	61%	28%	6%	6%	-
24	Victims	67%	21%	13%	-	-
7	Arrested/Cited	14%	29%	29%	14%	14%
49	OVERALL RATING	57%	24%	12%	4%	2%
	FIVE-YEAR AVERAGE	56%	31%	8%	3%	2%

Records Personnel

- Type of contact you had with Records personnel: In person* 59% By phone* 42%
- How would you describe the person's attitude and behavior towards citizens?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
11	Service	73%	18%	9%	-	-
11	Victims	45%	36%	9%	9%	-
5	Arrested/Cited	-	40%	60%	-	-
27	OVERALL RATING	48%	30%	19%	4%	0%
	FIVE-YEAR AVERAGE	53%	32%	11%	1%	1%

- How would you describe the person's professional courtesy and their ability to put you at ease?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
11	Service	73%	18%	9%	-	-
11	Victims	45%	36%	9%	9%	-
5	Arrested/Cited	-	-	100%	-	-
27	OVERALL RATING	48%	22%	26%	4%	0%
	FIVE-YEAR AVERAGE	53%	29%	15%	2%	1%

* some respondents had contact with Records personnel both in person and by phone.

Dispatch/Communications Personnel

1. How would you describe the person's attitude and behavior toward citizens?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
14	Service	64%	36%	-	-	-
11	Victims	55%	27%	18%	-	-
3	Arrested/Cited	-	67%	33%	-	-
28	OVERALL RATING	54%	36%	11%	0%	0%
	FIVE-YEAR AVERAGE	60%	27%	12%	1%	1%

2. How would you describe the person's helpfulness and attempts to solve the problem?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
14	Service	57%	43%	-	-	-
12	Victims	50%	33%	8%	8%	-
3	Arrested/Cited	-	-	100%	-	-
29	OVERALL RATING	48%	34%	14%	3%	0%
	FIVE-YEAR AVERAGE	53%	33%	11%	1%	1%

3. How would you describe the person's professional courtesy and their ability to put you at ease?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
14	Service	64%	29%	7%	-	-
13	Victims	54%	31%	15%	-	-
3	Arrested/Cited	-	33%	67%	-	-
30	OVERALL RATING	53%	30%	17%	0%	0%
	FIVE-YEAR AVERAGE	56%	31%	10%	1%	1%

Detectives/Investigations

1. The attitude and behavior of the detectives were:

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
9	Service	78%	22%	-	-	-
19	Victims	63%	37%	-	-	-
4	Arrested/Cited	-	50%	25%	-	25%
32	OVERALL RATING	59%	34%	3%	0%	3%
	FIVE-YEAR AVERAGE	58%	24%	12%	3%	2%

2. How would you describe the detective's helpfulness and attempts to solve the problem?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
9	Service	78%	22%	-	-	-
20	Victims	60%	30%	10%	-	-
4	Arrested/Cited	-	-	50%	50%	-
33	OVERALL RATING	58%	24%	12%	6%	0%
	FIVE-YEAR AVERAGE	55%	21%	15%	6%	3%

3. How would you describe the detective's professional courtesy and their ability to put you at ease?

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
9	Service	56%	44%	-	-	-
20	Victims	60%	35%	5%	-	-
4	Arrested/Cited	-	-	50%	25%	25%
33	OVERALL RATING	52%	33%	9%	3%	3%
	FIVE-YEAR AVERAGE	55%	28%	9%	4%	3%

4. Overall performance of Prairie Village Police Department detectives:

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
8	Service	50%	38%	13%	-	-
19	Victims	63%	26%	11%	-	-
4	Arrested/Cited	-	-	75%	-	25%
31	OVERALL RATING	52%	26%	19%	0%	3%
	FIVE-YEAR AVERAGE	57%	24%	13%	4%	3%

General Questions:

1. Feelings of safety and security within Prairie Village and/or Mission Hills as a whole:

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
18	Service	61%	28%	6%	6%	-
23	Victims	48%	39%	4%	4%	4%
7	Arrested/Cited	29%	57%	14%	-	-
48	OVERALL RATING	50%	38%	6%	4%	2%
	FIVE-YEAR AVERAGE	50%	42%	5%	2%	2%

2. Feelings of safety and security within your immediate neighborhood:

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
17	Service	47%	41%	-	12%	-
24	Victims	46%	42%	4%	4%	4%
7	Arrested/Cited	29%	71%	-	-	-
48	OVERALL RATING	44%	46%	2%	6%	2%
	FIVE-YEAR AVERAGE	46%	45%	4%	5%	0%

3. Overall performance of Prairie Village Police Department employees:

Number Responding	Description	Excellent	Good	Neutral	Poor	Very Poor
16	Service	63%	25%	6%	6%	-
24	Victims	58%	29%	13%	-	-
7	Arrested/Cited	14%	43%	29%	14%	-
47	OVERALL RATING	53%	30%	13%	4%	0%
	FIVE-YEAR AVERAGE	53%	36%	6%	4%	1%

PART TWO RESPONSES

Prairie Village and Mission Hills residents rated the importance of the following Police Department tasks in order of importance:

TASK	PRIORITY		
	HIGH	MEDIUM	LOW
Immediate response to calls from citizens	91%	9%	0%
FIVE-YEAR AVERAGE	87%	6%	0%
Investigations of burglaries	84%	16%	0%
FIVE-YEAR AVERAGE	80%	12%	1%
Enforcement of drunk driving laws	78%	20%	2%
FIVE-YEAR AVERAGE	78%	14%	1%
General patrol	71%	20%	9%
FIVE-YEAR AVERAGE	71%	20%	3%
Investigation and arrest of local drug dealers	68%	20%	11%
FIVE-YEAR AVERAGE	73%	16%	3%
Investigations of vandalism	64%	32%	5%
FIVE-YEAR AVERAGE	63%	26%	3%
Provide drug abuse education and prevention in schools	55%	36%	9%
FIVE-YEAR AVERAGE	54%	31%	7%
Discourage underage drinking and smoking	52%	34%	14%
FIVE-YEAR AVERAGE	50%	32%	12%
Provide "stranger/danger" training in schools	49%	42%	9%
FIVE-YEAR AVERAGE	50%	33%	9%
Accident reduction by strict enforcement of traffic laws	48%	43%	9%
FIVE-YEAR AVERAGE	43%	41%	9%

(continued)

TASK	PRIORITY		
	HIGH	MEDIUM	LOW
Strict enforcement of traffic laws	47%	42%	11%
FIVE-YEAR AVERAGE	42%	43%	8%
Having full-time police officers in the high school and middle schools	43%	43%	14%
FIVE-YEAR AVERAGE	32%	39%	20%
Child identification, fingerprinting and videotaping	42%	42%	16%
FIVE-YEAR AVERAGE	45%	31%	15%
Enforcement of animal control ordinances	37%	37%	26%
FIVE-YEAR AVERAGE	28%	42%	24%
Crime prevention programs	33%	58%	9%
FIVE-YEAR AVERAGE	38%	46%	8%
Enforcement of disabled parking laws	30%	37%	33%
FIVE-YEAR AVERAGE	34%	38%	20%
Provide senior citizens with crime prevention education	29%	53%	18%
FIVE-YEAR AVERAGE	30%	42%	19%
Bicycle safety and theft prevention	24%	49%	27%
FIVE-YEAR AVERAGE	19%	45%	28%
Provide neighborhood safety fairs	16%	45%	39%
FIVE-YEAR AVERAGE	18%	40%	33%
Citing parking violators	14%	34%	52%
FIVE-YEAR AVERAGE	11%	39%	43%

PART THREE

Respondents listed specific programs or issues not mentioned in the survey where they felt the Police Department should be involved. In addition, respondents listed the following recommendations, concerns and comments.

Service

Police officers need to take a "back-to-basics" training course in obeying traffic laws themselves. I've seen PV officers on numerous occasions ignoring marking pedestrian crosswalks (while I was crossing), failing to signal turns and lane changes, turning into the wrong lane and not wearing seat belts. This does not set a good example for the rest of us to follow.

Use the media to educate/remind people about traffic/driving safety and courtesy (stopping at stop signs and red lights, using turn signals, speeding and tail gaiting. It's getting pretty bad.

My neighbor, who has dementia, has often been escorted home when she was lost. This is a kind and friendly act.

They are doing a good job and are very helpful.

I don't have any particular issues against our police department. I think they are doing an excellent job overall. Thank you.

Keep up the good work. When I see people pulled over that are cruising through the Village with the bass cranked up in a car with a plate that doesn't belong, I feel a sense of pride that I live in PV and I feel safe. That is the most important thing to me.

911 operators should speak very clearly.

Victims

When police stop people for traffic offenses, be aware of and avoid impeding traffic flow.

I live at De Ville 75 Condominiums. I wish the police could come through here a little more at night. I am aware you have limited time to drive around, but I want you to know I have great trust in our City of Prairie Village. Thank you for all you have done and keep up the good work.

More strict enforcement of traffic signal rules (red light runners).

I have been very pleased with the police department. I have worked with several officers and each have been helpful and always make me feel better about my situation (dealing with harassment and no contact orders).

I made two calls regarding vandalism and never received a call back from the detectives. I have asked several officers to patrol Reinhardt in the early morning since there's lots of speeding there, but no luck.

My contact with police was to report an assault on my mailbox. I was encouraged to do report this so they could know it was going on and where. They questioned neighbors very professionally.

Why should a victim of a crime be asked to pay for their police report? Please tell your officers the chain of authority: 1-Federal, 2-State, 3-County, and 4-City. The Federal government tells us that our social security numbers are not for identification.

Talk to students in schools – most I've come across do not walk when the traffic light tells them to or they cross in the middle of the street. This causes accidents. Also, underage drinking and smoking programs would be great in schools other than the high school.

We believe our police officers are the best in the KC area.

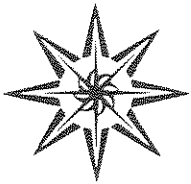
Police could be more helpful in the City of Mission Hills in assessing building renovation activity. Many homes have applied for building permits but never had the necessary inspections or ever received a final inspection. Many homes do not have a certificate of occupancy – these homes are not safe and should not be put on the market. This is a hidden and silent problem in Mission Hills – pay attention before people get hurt.

Great job.

Arrested/Cited

It seems there are always police on the street, but I never see them doing anything. I understand we are in a low crime rate area, but if that's the case, how come we need so many cars on the streets? Also, I work in the Village Shopping Center and see people breaking traffic laws all the time, sometimes even in front of police and nothing happens. People are going the wrong way on one-way streets, running stop signs, speeding, etc. Nothing ever happens. I have worked there for six years and have never once seen anyone pulled over for doing these things. I guess it would be my suggestion to enforce the Village more.

In my various experiences, detectives and police officers have been extremely rude. they've accused and hassled the innocent. Teenagers are going to parties and drinking alcohol (underage) so why not send a few of the cops to catch child molesters and drug dealers instead of attempting to break up parties? Everyone knows the courts and government just want money from us. If you ask me, I think most cops are @*!#%~&. They aren't concerned about us – they just want to meet quotas.



THE CITY OF PRAIRIE VILLAGE *Star of Kansas*

Dear Citizen:

The Prairie Village Police Department is interested in seeking the opinions of persons having contact with our Department personnel. The attached survey is an important instrument that will enable the Department to gauge our current service to the communities of Prairie Village and Mission Hills, and allow you to provide input regarding your priorities.

I would appreciate a few minutes of your time to complete this survey based upon your contact with a member or members of the Prairie Village Police Department. Please return the survey in the enclosed, stamped and addressed envelope. Your input regarding our Department is important - it helps us continue in our efforts to effectively serve our community.

The survey is divided into three parts. Part One includes questions regarding your most recent contact with the Prairie Village Police Department. Part Two is geared toward Prairie Village and Mission Hills residents and Part Three is for suggestions and comments.

Please return the survey by Friday, September 29. If you have any questions, please call our Office Manager, Jennifer Wright, at 913/385-4607. Thank you for your time and cooperation.

Sincerely,


Charles F. Grover
Chief of Police

Respondents to this survey will not be identified; however, we are interested in the following information for statistical measurements.

Age: Under 20 ___ 21-30 ___ 31-40 ___ 41-50 ___ 51-60 ___ Over 60 ___

Male ___ Female ___

Prairie Village Resident? ___ Mission Hills Resident? ___

Have you had contacts prior to 2006 with the Prairie Village Police Department?

Yes ___ No ___

PART ONE

A. **POLICE OFFICERS.** Based on your contact or contacts with Prairie Village Police Department officers, please rate the quality of service you have received in the following areas:

1. How would you rate the officer's attitudes and behaviors?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
2. How would you describe the officer's helpfulness and attempts to solve problems?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
3. How would you describe the officer's professional courtesy and their ability to put you at ease?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
4. How would you rate the overall performance of Prairie Village Police Department officers?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___

B. **RECORDS UNIT.** Please complete this section if you came to the Prairie Village Police Department for assistance or called the Records Unit for assistance. Please answer the following questions rating the quality of service you received from the Records personnel:

1. What kind of contact did you have with our Records personnel?
In person ___ Phone ___
2. How would you describe the person's attitude and behavior toward citizens?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
3. How would you describe the person's professional courtesy and their ability to put you at ease?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___

C. **DISPATCH/COMMUNICATIONS.** If you called 911 for assistance, please answer the following questions and rate the quality of service you received:

1. How would you describe the person's attitude and behavior toward citizens?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___

(continued)

2. How would you describe the person's helpfulness and attempts to solve problems?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
3. How would you describe the person's professional courtesy and their ability to put you at ease?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___

D. DETECTIVES/INVESTIGATIONS. Based on your contact or contacts with Prairie Village Police Department detectives, please rate the quality of service you have received in the following areas:

1. How would you rate the detective's attitudes and behaviors?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
2. How would you describe the detective's helpfulness and attempts to solve problems?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
3. How would you describe the detective's professional courtesy and their ability to put you at ease?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
4. How would you rate the overall performance of Prairie Village Police Department detectives?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___

E. GENERAL QUESTIONS.

1. How would you describe your feelings of safety and security within Prairie Village and/or Mission Hills as a whole?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
2. If you live in Prairie Village or Mission Hills, how would you describe your feelings of safety and security within your immediate neighborhood?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___
3. How would you rate the overall competence of Prairie Village Police Department employees?
Excellent ___ Good ___ Neutral ___ Poor ___ Very Poor ___

(continued)

PART TWO

The following should be completed by **Prairie Village and Mission Hills residents only**. Please rank the importance of the following Police Department tasks:

TASK	PRIORITY		
	HIGH	MEDIUM	LOW
General patrol			
Strict enforcement of traffic laws			
Accident reduction by strict enforcement of traffic laws			
Citing parking violators			
Enforcement of disabled parking laws			
Enforcement of drunk driving laws			
Enforcement of animal control ordinances			
Immediate response to calls from citizens			
Investigation and arrest of local drug dealers			
Investigations of burglaries			
Investigations of vandalism			
Provide drug abuse education and prevention in schools			
Crime prevention programs			
Discourage underage drinking and smoking			
Provide senior citizens with crime prevention education			
Provide "stranger/danger" training in schools			
Provide neighborhood safety fairs			
Child identification, fingerprinting and videotaping			
Having full-time police officers in the high school and middle schools			
Bicycle safety and theft prevention			

(continued)

PART THREE

Please list any specific programs or issues that have not been mentioned where you feel the Police Department should be involved. In addition, please list any recommendations for improvement, concerns or comments you might have.

Again, thank you for your time and cooperation.

10/25/06

Clean Air Kansas City
6800 W. 93rd St.
Overland Park, KS 66212

Kansas Restaurant and Hospitality Association
3500 N. Rock Road, Bldg. 1300
Wichita, KS 67226

Dear Honorable Mayor and City Council Members,

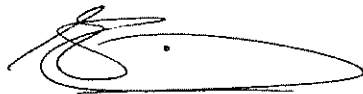
It is clear that the effort to approve smoke free ordinances is moving forward city by city within the greater Kansas City metropolitan area.

In an effort to encourage a level playing field for businesses in the restaurant and hospitality industry, as well as provide a public health benefit for employees and the public, Clean Air Kansas City and the Kansas Restaurant and Hospitality Association have come to an agreement on terms of a smoke free ordinance that, we believe, are reasonable for businesses and provide safeguards for public health.

We believe that by sharing this agreement with all city governments we can encourage smoke-free ordinances that are more uniform in nature and provide a competitive business environment throughout the metro area.

We strongly encourage you to consider the points outlined on the second page, so the entire metropolitan area can move forward on this issue.

Sincerely,



Bob Carmichael
Kansas Restaurant and Hospitality Association
Chairman of the Board '06



Jeffrey Wald, MD
Clean Air Kansas City

Clean Air Kansas City and the Kansas Restaurant and Hospitality Association agree on the following clean indoor air ordinance issues.

- **Smoking should not be permitted in any indoor public place or business.**
 - **An implementation date of January 2nd, 2008.** This phase-in period would allow businesses and venues to prepare for operational, marketing and regulatory changes affecting their business. A uniform implementation date by all greater Kansas City cities would eliminate the possibility of driving business from restaurants or bars in one city to restaurants and bars in surrounding cities. A date certain in the future allows proponents of clean indoor air more time to focus on prevention and cessation education efforts.
 - **No exemptions.** Exempting certain classes of businesses, organizations or clubs creates unfair advantages to the businesses not exempted. No exemptions provide greater protection from second hand smoke.
 - **Smoking should be prohibited within ten feet of the entrance and it must not infringe on indoor air quality.** This provides a smoke free area for patrons entering and exiting a building and it safeguards against second hand smoke entering open windows or air intakes.
 - **Smoking should not be regulated in outdoor patios and or courtyards** provided it does not infringe on indoor air quality. This allows smoking patrons to “take it outside,” thus preserving the quality of indoor air.
 - **Retail tobacco shops should not be subject to a smoke free ordinance.** Retail tobacco shop is defined as a retail store whose primary business is the sale and use of tobacco products and accessories which is located in a stand alone building not attached to or the part of any building devoted to other uses.
-

Mary Kathleen Dunn

From: cgerlach@gill-line.com
Sent: Sunday, October 22, 2006 9:53 PM
To: Michael.Boehm@CommerceBank.com; peggyd@leawood.org; jmeyers@cityofshawnee.org;
 Ronald L. Shaffer
Subject: Smoking

As you know I have been working with Clean Air Kansas City and Kansas Restaurant and Hospitality Association for a number of months encouraging them to agree on a clean air indoor ordinance that could be adopted by a number of cities in the metropolitan area which would provide a public health benefit along with a competitive business environment throughout the metropolitan area. **They have accomplished it!** I have attached the basis for their agreement below. They will be communicating this message themselves in the near future but I wanted you to see it.

Our Council will be discussing our smoking ordinance at the November 6th Council meeting. We have an ordinance recommendation from our Community Development Committee and will be creating a new ordinance which reflects the Agreement by the Clean Air and Restaurant Association. If you would like a copy of our ordinance, let me know and I'll forward it to you when we get it completed.

Carl

Clean Air Kansas City and the Kansas Restaurant and Hospitality Association agree on the following clean indoor air ordinance issues.

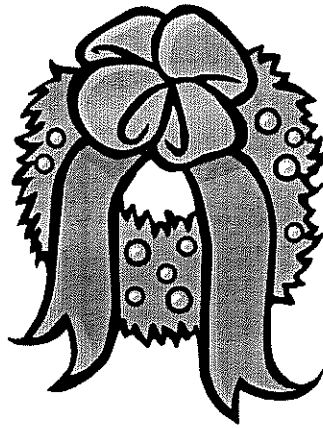
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- **No exemptions.** Exempting certain classes of businesses, organizations or clubs creates unfair advantages to the businesses not exempted. No exemptions provide greater protection from second hand smoke.
- **Smoking should be prohibited within ten feet of the entrance and it must not infringe on indoor air quality.** This provides a smoke free area for patrons entering and exiting a building and it safeguards against second hand smoke entering open windows or air intakes.
- **Outdoor patios and or courtyards should not be among the restricted areas outlined in ordinances,** provided it does not infringe on indoor air quality. This allows smoking patrons to "take it outside," thus preserving the quality of indoor air.
- **Retail tobacco shops should not be subject to a smoke free ordinance.** Retail tobacco shop is defined as a retail store utilized primarily for the sale and use of tobacco products and accessories and in

Memo

To: Mayor & City Council
From: Jeanne Koontz
Date: 11/15/2006
Re: 2006 Johnson & Wyandotte Counties Council of Mayors Dinner

The 2006 Johnson & Wyandotte Counties Council of Mayors annual social dinner is Tuesday, December 12. RSVP's are required this year.

Please RSVP by **November 29th** to 913-381-6464 x 4207 or
jkoontz@pvkansas.com



You and your guest are cordially invited to attend

2006 Annual Social Dinner

Hosted by the

Johnson and Wyandotte Counties Council of Mayors

December 12, 2006

Social Hour: 5:30 p.m. (cash bar)

Dinner: 7:00 p.m.

Lake Quivira Clubhouse

100 Crescent Blvd

Lake Quivira, KS

Please RSVP by
November 28, 2006

To: DJ Curtis

913-895-6103

11-6-06

Dear O.P. Police Department,

I was shocked to read of the
OP Council Decision to purchase
(total) \$76,000 of TASC rifles
on the notes in the KC Star for
Sept. 23, 2006 issue. I wonder:

- Who gets these? Reg police issue
or a special SWAT team?
- What other arms are routinely
out with those on patrol?
- Do all the other police forces
in the area have TASC rifles? +
are they for real bullets or rubber?
- Who trains them to be used?

I think we all need some questions
answered. Thank you. Beth Wigner

Sincerely, Beth Wigner, 8532 Juniper
Prairie Village KS 66206 913-636-1087

cc: P.V. Police ; O.P. City Council
P.V. City Council

OVERLAND PARK COUNCIL ACTION

The Overland Park City Council took these actions this week:

Forensic light: The council approved purchasing for \$16,650 a 22-wavelength, portable light for identifying and collecting DNA and other trace evidence from crime scenes. The light also will be used in the crime lab.

Police rifles: The council approved buying 100 Rock River Arms .223-caliber tactical application service carbine, or TASC, rifles for \$76,000. A batch of similar rifles purchased in 2001 had to be returned to another company because of defective sighting systems. The city will use the full refund plus \$3,700 to purchase the new guns.

New board member: The council appointed Ward 3 Councilman David White to the Downtown Overland Park Partnership Board of Directors.

Drinking establishment: The council approved a new drinking establishment license for Barleycorn's Bar and Grill, 9148 Santa Fe Drive. The approval is contingent on the restaurant receiving its state license.

Day-care permit: The council approved renewing a residential day-care permit for Susanne Weber, 8731 Benson Drive.

| Sara Stites, [sstites@kcstar.com](mailto:ssstites@kcstar.com)

PRAIRIE VILLAGE CITY COUNCIL ACTION

The Prairie Village City Council took these actions this week:

Public comment: Paul Lee, who lives in the 7400 block of Briar Street, said residents of the area would protest the sidewalk the city plans to add to his street when it is reconstructed because it's not needed.

"The neighborhood is pretty well upset about the sidewalk," Lee said. "The only people that go down Briar either live there or are lost."

Committee appointees: The

council appointed four new committee members. Gary Haulmark will join the Prairie Village Arts Council. James Hohensee, Robert Moffat and Alexandra Thompson will join the Sister City Committee.

Tomahawk bridge: The council approved an agreement with Mission Hills and Johnson County for replacing the Tomahawk Road bridge at Mission Road. The total cost is estimated at \$1 million. Prairie Village's portion will be \$266,000.

| Sara Stites, [sstites@kcstar.com](mailto:ssstites@kcstar.com)

Overland Park Police Department

BID TABULATION

.223/5.56 Rifles

The Overland Park Police Department contract to purchase 100 .223/5.56 Rifles.

Bid Opening:

Date: Tuesday, September 5, 2006

Time: 2:00 PM

Location: City Hall Council Chambers

Persons Present: Ms. Elizabeth Kelly, City Clerk's Office, Ms. Jamie McCray, City Clerk's Office, Captain Thomas Fredrickson, Police Department; Officer Russell Gardner, Police Department.

BIDDER	TOTAL BID	VARIANCES
The Bullet Hole 6201 Robinson Overland Park, KS 66202 913-432-0050	Panther Classic Carbine (RFA2-16) \$884.00 Unit \$88,400 Total	Yes
DoubleStar Corporation PO Box 4671 Winchester, KY 40391 859-745-1757	DSC .223 \$780.00 Unit \$78,000 Total	Yes
Olathe Gun Shop 716-A South Rogers Road Olathe, KS 66062 913-782-6900	Rock River Arms TASC \$760.00 Unit \$76,000 Total	Yes

Comments: The Staff recommends the bid submitted by **Olathe Gun Shop** be accepted as the best price for this item.

Staff Comments

Public Safety Meeting September 13, 2006

ACTION ITEM: Purchase of .223 Patrol Rifles

Issue: Whether to accept the bid.

Staff Recommendation: Accept the Bid from Olathe Gun Shop for the purchase of Rock River Arms .223 TASC rifles.

Background: In August of 2001, the City Council approved a recommendation by the Chief of Police to purchase sixty (60) Heckler and Koch G-36 rifles at a cost of \$72,300.00. The need for the rifles was prompted by school and workplace shooting incidents across the United States involving heavily armed and well equipped individuals. Upon examining its ability to respond to these kinds of events, the Police Department found a rifle is a necessary and needed tool.

Approximately two years after receipt of the G-36 rifles, Department Firearms Instructors determined the sighting system was defective. An attempt to reconcile the defect by Heckler and Koch was not successful, nor was the manufacturer able to provide a replacement rifle suitable for the needs of the Police Department. Therefore, the Chief of Police exercised the City's right to return the rifles to Heckler and Koch for a full refund as outlined in Article 32 of the signed Agreement with the Vendor.

A new bid specification was prepared and advertised per City Policy. After extensive deliberation, the Police Department recommends the purchase of up to one-hundred (100) Rock River Arms .223 TASC rifles to replace the Heckler and Koch G-36 rifles.

Budgetary Impact: The \$72,300.00 refunded by Heckler and Koch would be directly applied to the purchase price the replacement rifles. The remaining \$3,700.00 would be disbursed from the Police Department's operating budget.

Attachments: Bid Tabulation



FFL/SOT

www.adcofirearms.com

---Quick Find---



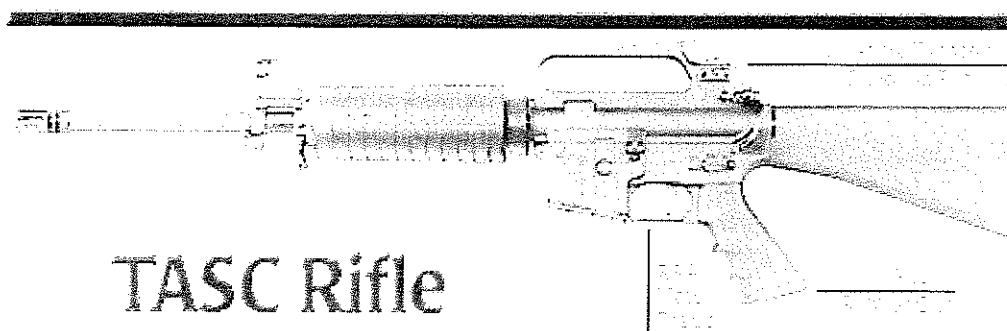
ADCO Fire Arms is proud to offer the finest quality products to our customers.

ADCO Fire Arms

10000 S. 10th St. Suite 100

Scottsdale, AZ 85258

new



TASC Rifle

CALIBER223 5.56 NATO Chamber
 UPPERForged A2
 REAR SIGHTLockable Windage & Elevation
 BARREL16" Wilson Chrome Moly, 1:9 Twist
 MUZZLE DEVICEA2 Flash Hider
 TRIGGERNM Two Stage
 SAFETY SELECTORStar

PISTOL GRIPHgt
 HANDGUARDR-4 F
 BUTTSTOCKA2
 WEIGHT - LENGTH7.5 Pounds 35
 ACCURACY1 MOA at 100
 INCLUDEDOne Magazine, Owners Manual, RRA

ADCO
FIREARMS

**Council Members
Mark Your Calendars
November 20, 2006**

November 2006	Mid-America Pastel Society's exhibit in the R.G. Endres Gallery
November 23-24	City offices closed in observance of Thanksgiving
November 27	Mayor's Holiday Tree Lighting 6:30 p.m. at Corinth Square
December 2006	Marearl Denning photography and ceramics exhibit in the R.G. Endres Gallery
December 1	Employee Awards luncheon – noon to 2:00 p.m.
December 1	Mayor's Holiday Gala
December 4	City Council Meeting
December 8	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
December 5-9	NLC Congress of Cities Conference in Reno Nevada
December 18	City Council Meeting
December 25	City Offices Closed in observance of Christmas

**Council Members
Mark Your Calendars
2007**

January 2007	Rebecca Darrah watercolor on cloth exhibit in the R.G. Endres Gallery
January 1	City offices closed in observance of New Year's Day
January 2 (Tuesday)	City Council Meeting
January 12	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
January 15	City offices closed in observance of Martin Luther King, Jr. Day
January 16 (Tuesday)	City Council Meeting
February 2007	Ted DeFeo photography exhibit in the R.G. Endres Gallery
February 5	City Council Meeting
February 9	Employee Appreciation Dinner at New Theater
February 9	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
February 19	City offices closed in observance of President's Day
February 20(Tuesday)	City Council Meeting
March 2007	A. J. Weber mixed media exhibit in the R. G. Endres Gallery
March 5	City Council Meeting
March 9	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
March 10-14	NLC Congressional Conference in Washington D.C.
March 19	City Council Meeting
April 2007	Kay Trieb photography exhibit in the R. G. Endres Gallery
April 13	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
May 2007	David Payne oils exhibit in the R. G. Endres Gallery
May 11	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
May 28	City offices closed in observance of Memorial Day
June 2007	Jack O'Hara watercolors exhibit in the R. G. Endres Gallery
June 8	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.

July 2007	No exhibit scheduled yet for R. G. Endres Gallery
July 4	City offices closed in observance of Independence Day
August 2007	Shawn Bohs photography exhibit in the R. G. Endres Gallery
August 10	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
September 2007	Senior Arts mixed media exhibit in the R. G. Endres Gallery
September 3	City offices closed in observance of Labor Day
September 14	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
October 2007	No exhibit scheduled yet in the R. G. Endres Gallery
November 2007	Mid-America Pastel Society exhibit in the R. G. Endres Gallery
November 22-23	City offices closed in observance of Thanksgiving
December 2007	No exhibit scheduled yet in the R. G. Endres Gallery
December 7	Mayor's Holiday Gala
December 25	City offices closed in observance of Christmas

ANIMAL CONTROL COMMITTEE

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

COMMUNICATIONS COMMITTEE

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

COUNCIL COMMITTEE

COU99-13 Consider Property Audits (assigned 4/12/99)
 COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)
 COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)
 COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)
 COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)
 COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)
 COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)
 COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)
 COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)
 COU2005-15 Consider planning meetings for the Governing Body (assigned 9/6/2005)
 COU2005-16 Consider how to improve Council's effectiveness as a team (assigned 9/6/2005)
 COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)
 COU2005-19 Consider term limits for elected officials and committees (assigned 9/6/2005)
 COU2005-21 Develop a policy for use of Fund Balance (assigned 9/6/2005)
 COU2005-22 Consider Council mentoring program (assigned 9/6/2005)
 COU2005-23 Consider sponsoring social events with other jurisdictions (assigned 9/6/2005)
 COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)
 COU2005-30 Consider \$500 deposit from landlords for remediation of code violations (assigned 9/6/2005)
 COU2005-44 Consider YMCA Partnership (assigned 12/14/2005)
 COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006) - returned to Planning Commission
 COU2006-05 Consider Committee Structure (assigned 4/25/2006)
 COU2006-20 Consider Project 191020: Colonial Pedestrian Bridge Replacement (assigned 8/1/2006)
 COU2006-26 Consider Project 190862: 75th Street from Nall Avenue to Mission Road (CARS) (assigned 8/28/2006)
 COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement (assigned 8/28/2006)
 COU2006-33 Consider Lease of Public Works from Highwoods Properties, Inc. (assigned 8/29/2006)
 COU2006-38 Consider Park & Recreation Committee Report (assigned 09/27/2006)
 COU2006-40 Consider agreement with Shawnee Mission School District for School Resource Officers (10/11/2006)

COMMITTEE AGENDA

November 20, 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)
- COU2006-46 Consider Replacement of Fuel Monitoring Systems (assigned 11/2/2006)
- COU2006-47 Consider Renewal of Special Use Permit for Wireless Antenna at 7321 Mission Road (assigned 11/8/2006)
- COU2006-48 Consider Revisions to PVMC 19.48 entitled "Signs" (assigned 11/8/2006)
- COU2006-49 Consider Briar Street Sidewalk Petition (assigned 11/6/2006)

LEGISLATIVE/FINANCE COMMITTEE

- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and where appropriate (assigned Strategic Plan for 1st Quarter of 2001)
- LEG2003-12 Consider Resident survey - choices in services and service levels, redevelopment (assigned 8/7/2003)
- 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 2nd Qtr 2001)
- COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006)

POLICY/SERVICES

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)
- POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)
- POL2005-03 Consider Project 190850: Reeds Street - 69th to 71st St. (assigned 1/31/2005)
- POL2005-04 Consider Project 190809: 75th Street and State Line Road (assigned 2/1/2005)
- POL2005-21 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 - 91st to 95th (assigned 4/25/2006) 11/20/2005)
- POL2006-10 Consider Project 190858: 2006 Crack/Slurry/Microsurfacing Program (assigned 3/2/2006)
- POL2006-11 Consider Project 191014: 2006 Concrete Repair Program (assigned 3/2/2006)
- POL2006-12 Consider Project 190856: 95th Street - Mission to Nall (assigned 4/25/2006)
- POL2006-13 Consider Project 190851: 2006 Paving Program (assigned 4/25/2006)

PRAIRIE VILLAGE ARTS COUNCIL

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

NOTEWORTHY

November 2006

NOVEMBER BIRTHDAYS & ANNIVERSARIES

Birthday Wishes to...

11/01	Kyle Shippy	Corporal
11/05	Roger Blanchard	Comm. Serv.
11/09	Gregory Hudson	Sergeant
11/14	Mark Gilmore	Crew Leader
11/21	Travis Gray	Police Officer
11/21	Danny Rayfield	Police Officer

We appreciate your years of service...

Nancy Ihle	Adm Sup Spec.	11 years
Jeff Patterson	Crew Leader	7 years
Michael Allen	Dispatcher	6 years
Travis Gray	Police Officer	6 years
Adela Diaz	Adm Sup Spec	6 years
Luis Arredondo	Maint. Worker	2 years
Penny Mann	Adm Sup Spec.	1 year
Benjamin Micheel	Police Officer	1 year
Joel Porter	Police Officer	1 year
Karen Kindle	Finance Director	1 year



Dawn and Chris Johnson announce the arrival of **Alexandria Leigh Johnson**, born October 9 – 7 lbs. 9 oz., 20 inches long!

Employee Recognition and Holiday Appreciation

This year the city will honor employees with a Recognition and Holiday Luncheon on Friday December 1, 2006 at noon in the Council Chambers. Mayor Shaffer and Council Members will be present to hand out promotion and tenure awards. Lunch will be provided by Oklahoma Joe's BBQ. Afterwards, a special gift will also be handed out to each employee in recognition of all your hard work!! Because of strict IRS regulations, the gift will be a little different this year.



Peanut Butter Week a Success!

A big thanks to all employees who participated in the City's Annual Peanut Butter Week. 6,078 pounds of peanut butter were collected. Way to Go!!!

Mayor's Holiday Tree Lighting

Make plans now to attend the annual Mayor's Holiday Tree Lighting Celebration. Bring your family and join Mayor Shaffer, Council Members, residents and staff at 6:30 pm on Monday, November 27th at Square Mely's and Suppers, as the Santa Claus light the Holiday Tree. Refreshments will be provided and children will be able to visit with Santa!



Workday Workout

Glazed eyes? Tense muscles? Feel like you've been at your desk for days? Though we feel—and perform—better when we exercise, finding time to squeeze exercise into our busy workdays isn't always easy.

This quick workout is designed to clear the mind and stretch the body. All you need is five minutes and a chair.

If you feel pain or discomfort while attempting these movements, stop immediately.

1. Sit with your back straight, both feet on the floor and hands at your side.
2. Close your eyes. Take a deep breath through your nose. Exhale. Repeat.
3. Lift your shoulders toward the ceiling (shrugging). Count to five, release and repeat.
4. Sit straight in your chair, leaving a bit of space between your back and the chair. Squeeze your shoulder blades together. Count to five, release and repeat.
5. To protect your neck muscles, slightly raise your shoulders. Gently tilt your head to the right until your ear almost touches your shoulder. Count to five, release and repeat with the left side. Next, tilt your head back slowly so that your nose is pointing toward the ceiling. Hold and release. Tilt your head to your chest. Hold and release.
6. Lift your arms until they're level with your shoulders. Using your left hand, grasp your right arm above the elbow. Gently pull it toward your left shoulder. Hold, release and repeat with your left arm.
7. Link your fingers and stretch your arms in front of you at shoulder level. Turn your palms out, extending your wrists and shoulder blades. Hold, release and repeat with arms over your head, palms toward the ceiling.
8. Cross your right leg and rest your ankle on your left knee. Grasp your ankle and rotate it clockwise then counterclockwise about 15 times each way. Repeat on your left ankle.
9. Sit up in your chair. Lean forward as far as possible, resting your hands on the floor to stretch your lower back. Hold. As you sit back up, place your hands on your thighs for assistance.

For information on the benefits of staying fit and many other health topics, you can call Care24 any time—24 hours a day—to speak with a registered nurse.

With myuhc.com[®], UnitedHealthcare's innovative consumer Web site, you can access an array of health information that will help you answer important questions relating to fitness, nutrition, and many other health and wellness topics.

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