

# City Council Meeting

*Tuesday*

**September 5, 2006**



Dinner will be provided by:

**Oklahoma Joe's BBQ**

**Wood Smoked Combo including  
Brisket and Pulled Pork  
BBQ Beans  
Potato Salad and Cole Slaw  
Bread and Pickle Tray**

**COUNCIL COMMITTEE**

**Tuesday, September 5, 2006  
Council Chambers  
6:00 P.M.**

**David Belz**

**I CONSENT AGENDA**

- COU2006-32 Consider Cooperative Agreement for Funding Design, Construction and Implementation of Operation Green Light Traffic Control System with Mid-America Regional Council (MARC)  
Bob Pryzby (Budgeted)**
- COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement  
Bob Pryzby (2007 Budget)**
- COU2006-26 Consider Project 190862: 75<sup>th</sup> Street from Nall Avenue to Mission Road (CARS)  
(2007 Budget)**
- COU2006-31 Consider Project 191019: Canterbury Street Sidewalk Design Agreement  
Bob Pryzby (2007 Budget)**
- COU2006-22 Consider Renewal of the Special Use Permit for Wireless Communication Antenna at 1900 West 75<sup>th</sup> Street  
Joyce Mundy – Planning Commission**

**II NEW BUSINESS**

- COU2006-30 Consider Fee for Massage Therapy License  
Joyce Mundy**
- COU2006-24 Consider Vegetation in the Right of Way  
Doug Luther**
- COU2006-25 Consider Renewal of the Nutrition Center Agreement with Johnson County  
Doug Luther**
- COU2006-28 Consider City Council Policy CP207 Horizontal Directional Drilling (HDD)  
Bob Pryzby**
- COU2006-29 Consider New Municipal Code Chapter XIII Article 8 Stormwater Pollution Prevention  
Bob Pryzby**
- COU2006-33 Consider Lease of Public Works Facility from Highwoods Properties, Inc.  
Bob Pryzby**

**COU2006-32 CONSIDER COOPERATIVE AGREEMENT FOR FUNDING DESIGN, CONSTRUCTION AND IMPLEMENTATION OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM WITH MID-AMERICA REGIONAL COUNCIL (MARC)**

**Background:**

Since early 2002, Prairie Village has been part of a discussion at the Mid-America Regional Council (MARC) to consider implementing a regional arterial traffic signal coordination system. This coordinating system is intended to alleviate traffic congestion caused by weather, accidents or construction to improve the traffic operational efficiency, air quality and monetary savings through consolidated and coordinated operation of traffic signals along the arterial corridors. It will be working in conjunction with the SCOUT warning system recently activated on the major highways in the metro area.

Operation Green Light has reached the phase where MARC is requesting approval of final design, construction and implementation of the system agreements. Operation Green Light.

The City Attorney has the agreement.

**Financial Impact:**

The financial impact as detailed in Exhibit 3 is \$20,849. This not-to-exceed amount represents the City share of the total project cost. MARC will invoice for the actual costs incurred by MARC on a monthly basis. Funding will come from the Public Works Operating budget.

**Recommendation:**

Public Works staff recommends the City Council approve the Cooperative Agreement for Funding Design, Construction and Implementation of Operation Green Light Traffic Control System with the Mid-America Regional Council.

**COOPERATIVE AGREEMENT FOR FUNDING  
DESIGN, CONSTRUCTION AND IMPLEMENTATION OF  
OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between Mid-America Regional Council ("MARC") and the City of Prairie Village, Kansas, a Constitutionally Chartered Municipal Corporation ("City").

**WHEREAS** the Mid-America Regional Council engaged an independent consultant, BRW, Incorporated, to perform a regional arterial traffic signal coordination system feasibility study, known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Blue Springs, Gladstone, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, Raytown in Missouri and the Cities of Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, Roeland Park, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

**WHEREAS** that report was prepared under review and supervision of each of the Member Agencies; and

**WHEREAS** the feasibility report recommended that traffic signals within the Jurisdictional Boundaries of all of the Member Agencies be coordinated from a single Regional Traffic Management Center; and

**WHEREAS** each of the Member Agencies have approved and accepted the findings of the report; and

**WHEREAS** improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

**WHEREAS** the Member Agencies and MARC desire to obtain a design for a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

**WHEREAS** the Member Agencies in Kansas are authorized pursuant to the provisions of Section 12-2901 et. seq. of the Kansas Statutes Annotated and the Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 9 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

**WHEREAS** each Member Agency has agreed to enter into an Agreement to fund the cost of design and construction of such Regional Traffic Control System with the intent of implementing and operating such a system.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the Parties) mutually agree as follows:

**Sec. 1. STATUTORY AUTHORITY.** Pursuant to the authority set forth in K.S.A. Section 12-2901 et. seq., the parties enter into this Agreement to obtain a design for a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center and to fund a portion of the costs for such design, construction and implementation. Pursuant to such authority, the City will file for recording a copy of the executed Agreement in Johnson County and file a copy with the Kansas Secretary of State.

**Sec. 2. DEFINITIONS.** As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

*Communications Network* – All telecommunication infrastructure between Regional Traffic Management Center, Jurisdictional Control Centers, Jurisdictional Work Stations and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

*Design Professional* – any Private Firm engaged by MARC to perform or provide any design related services set forth in Exhibit 2, attached hereto and incorporated into this Agreement.

*Jurisdictional Boundaries* – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

*Jurisdictional Control Center* – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signals Controllers located within the Jurisdictional Boundaries of the Member Agency.

*Jurisdictional Workstation* – computer workstations, computer software and portable notebook computer for use by the City to be installed at City-owned facilities capable of controlling and coordinating Traffic Signal Controllers within the Jurisdictional Boundaries and a part of the Regional Traffic Control System.

*Member Agencies* – Agencies that have entered into an agreement with MARC to participate in funding cost of design, construction and operations of the Regional Traffic Control System by such dates determined by MARC. Agencies include Mid-America Regional Council and may include the Missouri Department of Transportation, the cities of Blue Springs, Gladstone, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, and Raytown in Missouri and the cities of Fairway, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, Roeland Park, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas.

*Private Firms* – any private firm or firms engaged by MARC to perform or provide any design, construction or implementation services set forth in Exhibit 2, attached hereto and incorporated into this Agreement.

*Regional Traffic Control System* - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and

software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

*Regional Traffic Management Center* – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

*Steering Committee* – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction and installation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated into this Agreement.

*Technical Committee* – that committee created for the purpose of assisting and advising the Steering Committee with respect to technical and engineering issues related to the plans, specifications, construction and installation of the Regional Traffic Control System. Membership on the Technical Committee is by appointment of the Steering Committee.

*Traffic Signal Controller* – a complete electrical mechanism and cabinet responsible for traffic signal control and operation at an individual intersection.

### Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC shall (i) cause the Steering Committee to perform the services set forth in Exhibit 1, attached hereto and incorporated into this Agreement; (ii) perform, or cause to be performed, the services set forth in Exhibit 2 and Exhibit 6, each attached hereto and incorporated into this Agreement, (iii) deploy, or cause to be deployed, the regional signal timing, and (iv) administer, or cause to be administered through the Steering Committee, the cooperative undertakings set forth in this Agreement.

(b) City. City, in its capacity as a Member Agency, shall perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities," set forth as Exhibit 6, attached hereto and incorporated into this Agreement, and not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to MARC's deployment of the regional signal timing.

**Sec. 4. SHARE OF COSTS.** Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed Twenty Thousand Eight Hundred Forty Nine and 00/100<sup>th</sup> Dollars (\$20,849) representing the City's share of the cost for the design, construction and implementation of the Regional Traffic Control System as set forth in Exhibit 3, attached hereto and incorporated into this Agreement. The obligations of the City under this Agreement shall be contingent on the participation of Member Agencies representing at least 445 Traffic Signal Controllers to share the total cost of the design, construction and implementation of the Regional Traffic Control System. The "Operation Green Light Location/ Ownership Matrix," set forth on Exhibit 5, attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

**Sec. 5. SHARING INFORMATION.** MARC shall share the design of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary to implement design of the Regional Traffic Control System.

**Sec. 6. SEVERABILITY.** Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

**Sec. 7. AUTONOMY.** No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

**Sec. 8. EFFECTIVE DATE.** The effective date of this Agreement shall be upon complete execution by the Parties and after MARC enters into agreements with all other member agencies.

**Sec. 9. DURATION AND TERMINATION FOR CONVENIENCE.** The parties agree that this Agreement shall remain in full force and effect until the cooperative undertaking is complete and the Regional Traffic Control System is designed, constructed and implemented, unless otherwise terminated as herein provided. Either party to this Agreement may terminate this Agreement by giving 90 days notice to the other Party. Financial obligations will be honored up to the effective date of termination.

**Sec. 10. MERGER.** This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

**Sec. 11. INDEPENDENT CONTRACTOR.** MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

**Sec. 12. COMPLIANCE WITH LAWS AND DESIGN STANDARDS.** MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. MARC shall obligate all Design Professionals who enter into contracts with MARC after the date of this Agreement to design the Regional Traffic Control System in conformity with the generally recognized and prevailing standards in existence at the time such design is prepared and such services are performed.

**Sec. 13. DEFAULT AND REMEDIES.** If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

**Sec. 14. WAIVER.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 15. MODIFICATION.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

**Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 17. AUDIT.** The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever expires last. The books, documents and records shall be made available for the City's review within ten (10) days after the written request is made.

**Sec. 18. AFFIRMATIVE ACTION.** MARC shall require any Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of the 2003 MARC DBE Program, the rules and regulations relating to those sections, and any additions or amendments thereto or similar governmental regulations of the state of Kansas. MARC shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by the 2003 MARC DBE Program. City has the right to take action as directed by City's Human Relations Department to enforce this provision. If MARC or its Private Firms fail, refuse or neglect to comply with the provisions of the 2003 MARC DBE Program or similar governmental regulations of the State of Kansas, then written notice shall be given to MARC. If MARC fails to or refuses to comply within seven (7) days of receiving notice, then such failure or refusal shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part. This is a material term of this Agreement.

**Sec. 19. ASSIGNABILITY OR SUBCONTRACTING.** MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval, which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

**Sec. 20. CONFLICTS OF INTEREST.** MARC shall require its Private Firms to certify that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this or any other Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this or any other Agreement.

**Sec. 21. RULES OF CONSTRUCTION.** The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

**Sec. 22. NOTICE:** Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:



City of Prairie Village, Kansas  
Attention: Bob Pryzby  
7700 Mission Road  
Prairie Village, KS 66208

MARC  
Attention: Director Mid-America Regional Council  
300 Rivergate Center  
600 Broadway  
Kansas City, Missouri 64105

**Sec. 23. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of Kansas. Any action in regard to the Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**Sec. 24. GENERAL INDEMNIFICATION.** MARC shall contractually require its Private Firms to defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any acts or omissions, including but not limited to negligence, in connection with the services performed by such Private Firm pursuant to this Agreement, caused in whole or in part by the Private Firm, its employees, agents, subcontractors, or caused by others for whom the Private Firm is liable, regardless of whether or not caused in part by any act or omission, including but not limited to negligence, of the City, its agents, officials, officers or employees.

**Sec. 25. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE.** MARC shall require its Design Professionals to indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement, caused by the Design Professional, its employees, agents, contractors, or caused by others for whom the Design Professional is liable. The Design Professional is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

**Sec. 26. INSURANCE.** MARC shall require its Private Firms it contracts with after the date of this Agreement to maintain the types and amounts of insurance set forth in Exhibit 4, attached hereto and incorporated into this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

**MID-AMERICA REGIONAL COUNCIL**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
(Affix Corporate Seal)

**CITY OF PRAIRIE VILLAGE, KANSAS**

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

Attest:

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

Approved as to form:

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

Financial Certification

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation and that the account has been encumbered by the estimated amount set forth above for the purpose described hereon.

\_\_\_\_\_  
Director of Finance

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss  
COUNTY OF JOHNSON        )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, appeared Jeff Meyers, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of Prairie Village, Kansas, and that the foregoing instrument was signed and sealed in behalf of Prairie Village, Kansas, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public - State of Kansas  
Commissioned in Johnson County

My commission expires:  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF MISSOURI            )  
  ) ss  
COUNTY OF JACKSON        )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the President of Mid-America Regional Counsel (MARC) and that this foregoing instrument was signed and sealed in behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in Jackson County

My commission expires:  
\_\_\_\_\_

**EXHIBIT 1**

**OPERATION GREEN LIGHT STEERING COMMITTEE**

*Responsibilities: The Operation Green Light Steering Committee shall serve to make budget, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination project and Advanced Traffic Management System (ATMS), including:*

Develop project requirements and scopes of work;

Recommend project budgets, revenues and expenses;

Recommend selection of professional consulting firms and other private contractors to perform work for the project;

Recommend project staffing levels and job descriptions;

Participate in project decision-making at key points in the design process by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations for the design of the regional traffic signal coordination system including detailed plans for traffic signal equipment and traffic signal timing plans; and

Participate in the development of subsequent inter-jurisdictional agreements for the construction, operation, maintenance and other project development activities of a regional traffic signal coordination system.

*Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:*

Participating Agency	Membership
Blue Springs	1
FHWA	1
Gladstone	1
Independence	1
Kansas City	2
KCATA	1
KDOT	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1

## EXHIBIT 2

### SCOPE OF WORK

#### Project Development, Software Acquisition and Regional Traffic Control System Implementation

##### Project Management

For the Operation Green Light Priority Corridors project, the Mid-America Regional Council (MARC) will provide staff time; equipment and materials; and contract services necessary to accomplish the following project management services:

- Arrange and conduct project Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the project;
- Arrange and conduct Technical Committee meetings to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the project;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, Communications Network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the project;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, Communications Network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the project;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the project.

The City will identify two representatives to participate as members of the project Steering Committee and at least one representative to participate as a member of the project Technical Committee.

##### Task Deliverables:

- Meeting agendas and summaries;
- Project budgets and schedules;
- Requests for Letters of Interest, Qualifications and Proposals;
- Project databases

### System Integration Services and Regional Traffic Management Center Software

MARC will engage a private firm or firms selected by the project Steering Committee to provide all system integration services and Regional Traffic Management System (RTMS) software necessary to establish a working Regional Traffic Management Center capable of communicating with Traffic Signal Controllers of various makes and models at a minimum of 1,500 intersections on regional arterial roadways selected by the project Steering Committee. This work will include:

- Identifying and documenting detailed functional requirements with the project Steering and Technical Committees;
- Identifying and documenting minimum and desirable requirements with the project Steering and Technical Committees for computer hardware to be provided in section 1.3 of this scope of work.
- Identifying and documenting detailed minimum and desirable requirements with the project Steering and Technical Committees for the Communication Network to be designed in section 1.4 and 1.6;
- Providing licensed copies of Commercial-Off-The-Shelf (COTS) software modified as necessary to meet project functional requirements for the control, coordination and management of Traffic Signal Controllers at intersections included in the project;
- Developing databases, spreadsheets, geographic information system maps and other documents necessary to incorporate a minimum of fifty (50) project intersections under the control, coordination and management of the system software. All remaining intersections will be incorporated by MARC staff;
- Installing, testing and demonstrating successful operation of software on computer hardware to be provided under section 1.3 of this scope of work;
- Training the staff of MARC and participating State and local governments on the use of all installed software;
- Providing warranties for a minimum of one year after acceptance by the project Steering Committee for all installed software; and
- Providing software updates for a minimum of two years after acceptance by the project Steering Committee.

### Deliverables:

- Functional Specifications and System Requirements Document(s)
- Licensed RTMS & COTS Software and software updates;
- RTMS & COTS Software Manuals;
- RTMS & COTS Software Training materials;

### Regional Traffic Management Center Hardware Acquisition and Installation

MARC will acquire all necessary computer hardware, office furnishings and other equipment and materials as specified in section 1.2 necessary to establish a working Regional Traffic Management Center capable of communicating with Traffic Signal Controllers of various makes and models at a minimum of 1,500 intersections on regional arterial roadways selected by the project Steering Committee. This will also include Jurisdictional Workstations consisting of two (2) computer workstations and one (1) portable notebook computer for use by the City to be installed at City-owned facilities.

MARC will engage a private firm or firms selected by the project Steering Committee to install all such equipment and furnishings necessary to establish a working Regional Traffic Management Center.

If the City requires a Jurisdictional Control Center, MARC will provide requirements and specifications for computer hardware and other equipment to be purchased and installed by the City. The City will use the Regional Traffic Management System software provided in section 1.2 of this scope of work to operate any such Jurisdictional Control Center. MARC will not participate in the cost of the purchase and installation of this additional equipment unless other arrangements are made outside of this agreement.

Deliverables:

- Computer hardware, office furnishings and other equipment and materials as specified in section 1.2 necessary to establish a working Regional Traffic Management Center, anticipated to be installed at the offices of the Missouri Department of Transportation in Lee's Summit, Missouri;
- Jurisdictional Control Center requirements and specifications for computer hardware and other equipment to be purchased and installed by the City

Center to Center Communications Network Design

MARC will engage a private firm or firms selected by the project Steering Committee to design the Communications Network necessary to establish and maintain communications between the Regional Traffic Management Center and Jurisdictional Workstations provided in section 1.3.

If the City requires a Jurisdictional Control Center, MARC will provide requirements and specifications for the Communications Network to be designed by the City. MARC will not participate in the cost of the design of this additional Communications Network unless other arrangements are made outside of this agreement.

Deliverables:

- Center to Center Communications Network Design Plans, Specifications and Estimates

Center to Center Communications Network Installation

MARC will engage a private firm or firms selected by the project Steering Committee to install and activate the Communications Network necessary to establish and maintain communications between the Regional Traffic Management Center and Jurisdictional Workstations designed in section 1.4.

If the City requires a Jurisdictional Control Center, MARC will provide requirements and specifications for the Communications Network to be installed and activated by the City. MARC will not participate in the additional cost of the installation of this Communication Network unless other arrangements are made outside of this agreement.

Deliverables:

- Jurisdictional Workstation consisting of two (2) computer workstations and one (1) portable notebook computer for use by the City to be installed at City-owned facilities;

Center to Field Communications Network Design

MARC will engage a private firm or firms selected by the project Steering Committee to design and develop all plans, specifications and estimates for the Communications Network necessary to establish and maintain communications between the Regional Traffic Management Center described in section 1.3 and Traffic Signal Controllers and other necessary field devices.

Deliverables:

- Communications Inventory document(s) and database



**EXHIBIT 3  
COMPENSATION**

A. The amount the City will pay MARC under this contract will not exceed Twenty Thousand Eight Hundred Forty Seven and 00/100<sup>th</sup> Dollars (\$ 20,849). This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. The itemized amounts contained in Table 1 with respect to the city's share may be reallocated among the Tasks within the maximum amount of this contract upon written approval of the Public Works Director and of the project Steering Committee. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a monthly basis for all Tasks except Tasks numbered 1.1 and 1.4, in which case the total amount of the costs for the Task will be paid upon receipt of the first invoice.

**TABLE 1**  
Prairie Village, Kansas Share of Operation Green Light Project Development Costs

Task	Total Cost	Non Federal Share	KS Funds	ITS	City Share
1.1 Project Management	\$ 910,000	\$ 2,645	\$ 844		\$ 1,801
1.2 System Integration Services and Regional Traffic Management Center Software	\$ 1,655,795	\$ 4,813	\$ 1,537		\$ 3,277
1.3 Regional Traffic Management Center Hardware Acquisition and Installation	\$ 1,000,000	\$ 2,907	\$ 928		\$ 1,979
1.4 Center to Center Communications Network Design	\$ 20,000	\$ 58	\$ 19		\$ 40
1.5 Center to Center Communications Network Installation	\$ 500,000	\$ 1,453	\$ 464		\$ 989
1.6 Center to Field Communications Network Design Communication Design Plans, Specifications and Estimates	\$ 500,000	\$ 1,453	\$ 464		\$ 989
Communications Inventory Database	\$ 81,350	\$ 236	\$ 75		\$ 161
1.7 Traffic Signal Controller Replacement Design Electromechanical Changeouts	\$ 231,982	\$ 761	\$ 243		\$ 518
NEMA Controller Changeouts	\$ 24,462	\$ 113	\$ 36		\$ 77
LPA Manual/Local Agency Coordination	\$ 28,487	\$ 83	\$ 26		\$ 56
Construction Phase Services (Electromechanical Changeouts)	\$ 129,977	\$ 426	\$ 136		\$ 290
Design Phase Total	\$ 5,082,053	\$ 14,950	\$ 4,772		\$ 10,177
2.1 Field Communications System & Installation					
2.1.1 Spread Spectrum Frequency	\$ 2,709,000	\$ 7,875	\$ 2,514		\$ 5,361

	Hopping (SSFH) Radios				
2.1.2	Collection Point Radios	\$ 525,000	\$ 1,526	\$ 487	\$ 1,039
2.2	Field Equipment & Installation				
	Type 2070 Controllers and				
2.2.1	Cabinets	\$ 915,000	\$ 3,000	\$ 958	\$ 2,042
	NEMA Controllers (Econolite				
2.2.2	ASC/3 NEMA Eagle EPAC 300)	\$ 651,000	\$ 3,000	\$ 958	\$ 2,042
	Type 170 Controllers (Serial/IP				
2.2.3	Converters)	<u>\$ 162,000</u>	<u>\$ 275</u>	<u>\$ 88</u>	<u>\$ 187</u>
	Construction Phase Total	\$ 4,962,000	\$ 15,676	\$ 5,004	\$ 10,672
	Kansas ITS Set-Aside Funds		\$ 9,777		
	Design and Construction Phase				
	Total	<u>\$ 10,044,053</u>	<u>\$ 20,849</u>	<u>\$ 9,777</u>	<u>\$ 20,849</u>

B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.

C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

**Exhibit 4**

**INSURANCE REQUIREMENTS**

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required by the City during the term of this Agreement, MARC shall require Design Professional to supply such insurance at City's cost. MARC shall not accept insurance policies containing a Self-Insured Retention. All design professionals hired by MARC must meet the following insurance requirements. Design Professionals must have:

1. **Commercial General Liability Insurance:** with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. **Workers' Compensation Insurance:** as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory

Employers Liability

- \$100,000 accident with limits of:
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

3. **Commercial Automobile Liability Insurance:** with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. **Professional Liability Insurance:** with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Design Professional's Minimum</u>	<u>Fee</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of Design Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Design Professional's failure to maintain the required insurance in effect, MARC may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**EXHIBIT 5**

**OPERATION GREEN LIGHT LOCATION/OWNERSHIP MATRIX**

INSERT EXCEL SPREADSHEET

**EXHIBIT 5**

**Operation Green Light Location/Ownership Matrix**

<b>Component</b>	<b>Location</b>	<b>Purchased By</b>	<b>Owned By</b>	<b>Maintained By</b>	<b>Comments</b>
<b>Software/Firmware</b>					
TranSuite & Associated Software	OGL TOC	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Econolite 2070	Field	MARC	Local Agency	Local Agency	
<b>Computer Hardware</b>					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC	To be maintained by joint-funded service agreement
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Agency OGL Workstations	Local Agency	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Wide Area Network	OGL TOC	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Notebook Computers	Local Agency	MARC	MARC	MARC	To be maintained by joint-funded service agreement
<b>Field Hardware</b>					
New Communications Equipment	Field	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Existing Communications Equipment	Field	Local Agency	Local Agency	Local Agency	
Traffic Signal Controllers	Field	MARC	Local Agency	Local Agency	
Serial to IP Converters	Field	MARC	Local Agency	Local Agency	
<b>Miscellaneous</b>					
OGL TOC Office	MoDOT D4	MoDOT	MoDOT	MoDOT	MARC will lease space from MoDOT
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC	

**Exhibit 6**  
**OGL Concept of Operations: Roles and Responsibilities**  
**(Approved 4/27/05)**

**Introduction**

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

**Signal Timing**

**Initial Deployment of Regional Timing Plans**

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC will hold two design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established

- Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
- Critical intersections of a corridor
- An initial common corridor cycle length for each of the plans identified (i.e. am, pm, etc.)  
[Note: this cycle length may need to be revisited after developing the regional timing plan.]
- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
  - phase sequencing
  - splits
  - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
  - Review the regional timing plans developed
  - Review any software models developed
  - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

### **Providing Maintenance Timing Plans**

As part of a regional effort, MARC will annually, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download



If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans shall be used.

### **Incident Management**

The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

### **Citizen Complaints**

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

### **Dispute Resolution**

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Technical Committee, which will provide recommendations to the OGL Steering Committee for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Technical Committee and approved by the Steering Committee

### **Emergency Provisions**

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with

MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

### **Field Communication Operation and Maintenance**

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.

### **Controller Upgrades and Work inside the Traffic Controller Cabinet**

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

### **Technical Support for OGL Computer Network**

MARC will provide workstations and laptops to member agencies to connect to the OGL computer network. MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network hubs, routers, modems etc.

### **The Traffic Operations Center**

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently expected to be co-located with the KC Scout project.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.

## **COU2006-27 CONSIDER PROJECT 190855: TOMAHAWK ROAD BRIDGE REPLACEMENT**

### **Background:**

Johnson County has prepared and sent for City signing the Interlocal Agreements for Project 190855: Tomahawk Road Bridge Replacement. The City of Mission Hills has executed the agreement and forwarded it to Prairie Village for signing.

### **Financial Impact:**

The Interlocal Agreement is the County to provide financial assistance up to but not exceeding 50% or \$532,000 of the Project cost of \$1,064,000. The City of Prairie Village has appropriated \$202,500 in the Capital Infrastructure Program as part of the 2007 funding. The Interlocal Agreement states the Prairie Village share is \$266,000. Public Works will make an adjustment in the Capital Infrastructure Program after January 1, 2007 for the shortfall of \$63,500.

### **Recommendation:**

Public Works recommends the City Council approve the Interlocal Agreement with the City of Mission Hill and Johnson County for the Prairie Village share of \$266,000.

**Interlocal Agreement among Johnson County, Kansas,  
the City of Mission Hills, Kansas, and  
the City of Prairie Village, Kansas, for the Public  
Improvement of the Intersection of  
Tomahawk Road and Mission Road**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2006, by and among the Board of County Commissioners of Johnson County, Kansas ("Board"), the City of Mission Hills, Kansas ("Mission Hills"), and the City of Prairie Village, Kansas ("Prairie Village"). Mission Hills and Prairie Village are collectively referred to as the "Cities".

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to the Intersection at Tomahawk Road and Mission Road (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Interlocal Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of Mission Hills did approve and authorize its Mayor to execute this Agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

WHEREAS, the governing body of Prairie Village did approve and authorize its Mayor to execute this Agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe, and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.
  
2. **Estimated Cost and Funding of Project**
  - A. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement is One Million Sixty-Four Thousand Dollars (\$1,064,000).
  - B. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
  - C. The Project Costs shall be allocated between the parties as follows:
    - (1) The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Five Hundred Thirty-Two Thousand Dollars (\$532,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the Cities may be reimbursed through any source other than the general residents or taxpayers of the Cities. Further, it is understood and agreed by the parties hereto that the

Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

- (a) Land acquisition, right-of-way acquisition, or utility relocation;
- (b) Legal fees and expenses, design engineering services, Project administration, or financing costs;
- (c) Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
- (d) Project overruns;
- (e) Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
- (f) Minor change orders which are not separately and specifically approved and authorized by the Director of Infrastructure & Transportation of Johnson County, Kansas ("Infrastructure Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- (2) The Cities shall pay all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- A. The Board shall provide financial assistance, as provided in Paragraph 2.C. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- B. The Cities shall pay their portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing bodies of the Cities.

4. **Administration of Project.** The Project shall be administered by Mission Hills acting by and through its designated representative who shall be the Cities' public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- A. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the necessary costs and expenses of the Project Costs.
- B. Submit a copy of the plans and specifications for the Project to the Infrastructure Director for review prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Infrastructure Director or his designee shall review the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- C. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City of Mission Hills. If the Project is located in more than one city, then the Project Administrator shall be responsible for determining proper publication. In the solicitation of bids, the appropriate combination of best bids shall be determined by the Project Administrator.

- D. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- E. Submit to the Infrastructure Director a statement of actual costs and expenses, in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Infrastructure Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas ("Finance Director"), cause payment to be made to the Project Administrator of the Board's portion of the Project Costs within thirty (30) days after receipt of such statement or payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection 4.(E), the Infrastructure Director and Finance Director may authorize such payment.
- F. Cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Infrastructure Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all costs and expenses incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.C. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.



~~to the extent provided by Law,~~

It is further understood and agreed by the Cities to indemnify and hold the Board harmless for and from any costs, expenses, liabilities or obligations which result from actions or omissions of the Cities, their respective employees, contractors, or agents relating to or in connection with the administration or construction of the Project.

In addition, the Cities shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of his/her agreement with the City.

5. **Acquisition of Real Property for the Project**

- A. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- B. Each City shall be responsible for the acquisition of any real property, together with improvements thereon, located within such City's corporate boundaries, which is required in connection with the Project. Such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- A. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.B. hereinbelow. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The Project Administrator shall provide a copy of the Project Administrator's certification to both the Infrastructure Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- B. It is understood and agreed that the Infrastructure Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project. It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Infrastructure Director, that satisfactory progress is not being made on the Project. Should the Board exercise its option as provided herein, it shall send written notice of the same to the Cities and the Board shall have no further liability or obligation under this Agreement. For purposes of this Agreement, it shall be deemed "satisfactory progress" if the City administering the Project shall have entered into a construction contract for the Project which contract provides for the timely completion of the Project.

7. **Placing Agreement in Force.** The attorney for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of  
Johnson County, Kansas**

\_\_\_\_\_  
Annabeth Surbaugh, Chairman


Attest:

\_\_\_\_\_  
Casey Joe Carl  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

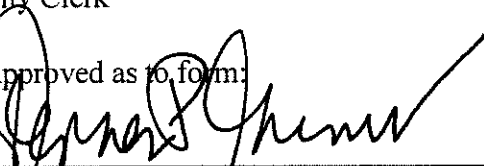
**City of Mission Hills,  
Kansas**

  
\_\_\_\_\_  
David J. Fromm, Mayor

Attest:

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

Approved as to form:

  
\_\_\_\_\_  
City Attorney

**City of Prairie Village,  
Kansas**

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
City Attorney

# COU2006-26 CONSIDER PROJECT 190862: 75<sup>TH</sup> STREET FROM NALL AVENUE TO MISSION ROAD (CARS)

## Background:

Johnson County has approved Project 190862: 75<sup>th</sup> Street from Nall Avenue to Mission Road resurfacing project. An Interlocal Agreement has been received from Johnson County for execution by the City.

## Financial Impact:

The Interlocal Agreement is the County to provide financial assistance up to but not exceeding 50% or \$661,000 of the Project cost of \$1,322,000. The City share of \$661,000 has been provided for in the Capital Infrastructure Program as part of the 2007 funding.

## Recommendation:

Public Works recommends the City Council approve the Interlocal Agreement with Johnson County for Project 190862 limiting the County share to 50% or \$661,000 of the project cost of \$1,322,000.

**Interlocal Agreement between Johnson County, Kansas,  
and the City of Prairie Village, Kansas,  
for the Public Improvement of  
75th Street from  
Nall Avenue to Mission Road**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to 75th Street from Nall Avenue to Mission Road (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Interlocal Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the \_\_\_\_\_ day of \_\_\_\_\_,

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

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe, and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

A. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement, is One Million Three Hundred Twenty-Two Thousand Dollars (\$1,322,000).

B. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

C. The Project Costs shall be allocated between the parties as follows:

(1) The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Six Hundred Sixty-One Thousand Dollars (\$661,000).

For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

- (a) Land acquisition, right-of-way acquisition, or utility relocation;
- (b) Legal fees and expenses, design engineering services, Project administration, or financing costs;

- (c) Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
- (d) Project overruns;
- (e) Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
- (f) Minor change orders which are not separately and specifically approved and authorized by the Director of Infrastructure & Transportation of Johnson County, Kansas ("Infrastructure Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- (2) The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- A. The Board shall provide financial assistance, as provided in Paragraph 2.C. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

- B. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- A. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- B. Submit a copy of the plans and specifications for the Project to the Johnson County Infrastructure Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Infrastructure Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- C. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- D. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- E. Submit to the to the Infrastructure Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Infrastructure Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board



make payment prior to construction or at times other than set forth in this subsection, the Infrastructure Director and the Finance Director may authorize such payment.

- F. Cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Infrastructure Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.C. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City, as administrator of this Project, to indemnify and hold the Board harmless for and from any costs, expenses or liabilities which result from actions or omissions of the City or its employees relating to or in connection with the administration or construction of the Project.

In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the general contractor ("Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of his/her agreement with the City.

5. **Acquisition of Real Property for the Project**

- A. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- B. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- A. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.B. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Infrastructure Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- B. It is understood and agreed that the Infrastructure Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Infrastructure Director, that satisfactory progress is not being made on the Project. Should the Board

exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

Board of County Commissioners of  
Johnson County, Kansas

City of Prairie Village, Kansas

\_\_\_\_\_  
Annabeth Surbaugh, Chairman

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

Attest:

Attest:

\_\_\_\_\_  
Casey Joe Carl  
Clerk of the Board

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

\_\_\_\_\_  
City Attorney

## COU2006-31 CONSIDER PROJECT 191019: CANTERBURY STREET SIDEWALK DESIGN AGREEMENT

### **Background:**

Attached is the agreement with Affinis Corp. for design of sidewalks on the west side of Canterbury Street. Public Works staff has selected Affinis as they have design information from the Canterbury Street reconstruction project that they designed.

### **Financial Impact:**

No funds have been allocated in the Capital Infrastructure Program. A transfer of \$12,300.00 is being requested from Capital Infrastructure Program Project 190911: Municipal Office Radio Tower repairs.

### **Recommendation:**

Public Works staff recommends the City Council approve the design agreement with Affinis Corp. for \$12,300.00 and approve a transfer of \$12,300.00 from Capital Infrastructure Program Project 190911: Municipal Office Radio Tower to Project 191019.

# AGREEMENT FOR PROFESSIONAL ENGINEER

For

## DESIGN SERVICES

Of

### PROJECT 191019: CANTERBURY STREET (SOMERSET DRIVE TO NORTH OF 79TH STREET) SIDEWALK IMPROVEMENTS

*THIS AGREEMENT*, made at the Prairie Village, Kansas, this 5th day of September 2006, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and Affinis Corp., a corporation with offices at 7401 West 129<sup>th</sup> Street, Suite 110, Overland Park, Kansas, 66213, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, CITY has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 191019: Canterbury Street Sidewalk Improvements, hereinafter called the “Project”,

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

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

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

#### 1. CITY RESPONSIBILITIES

- 1.1. The City shall designate the Manager of Engineering Services, Mr. Thomas Trienens, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant’s services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.

- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- 1.5. The City shall diligently review all submittals presented by the Consultant.

## **2. CONSULTANT RESPONSIBILITIES**

- 2.1. The Consultant shall either perform for, or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant'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, and make decisions with respect to the Consultant's services for the Project.

## **3. SCOPE OF SERVICES**

- 3.1. Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks.

### **3.2. Preliminary Design Phase**

- 3.2.1 Prepare preliminary construction documents showing the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2.2 Review any criteria changes in the program.
- 3.2.3 Conduct investigations, surveys, evaluation of the existing topography, land ownership and utilities existing facilities.
- 3.2.4 Identify all utilities that may be affected by the project and make contact with the utility to determine the facilities involved.
- 3.2.5 Prepare plan and profile for sidewalk design and prepare cross-sections at a **minimum** of 25-foot intervals.
- 3.2.6 Design driveways and provide driveway profiles.
- 3.2.7 Determine grading limits and identify removals.
- 3.2.8 Design retaining walls as needed.

- 3.2.9 Provide ADA Ramp layout, without elevations.
- 3.2.10 Prepare an easement plan of existing and intended construction and required easements (both permanent and temporary).
  - 3.2.1. Provide one set (one full size and one half size) of preliminary (80% complete) construction plans for City review that include:
    - 3.2.1.1. Cover sheet
    - 3.2.1.2. Typical section
    - 3.2.1.3. Standard and special details
    - 3.2.1.4. Plan and profile for new sidewalk construction
    - 3.2.1.5. Driveway profiles
    - 3.2.1.6. Plan for traffic control during construction and details
    - 3.2.1.7. Plan showing property, easements, right of way locations and ownership. The City shall provide all ownership, easement and right of way information.
  - 3.2.2. Prepare all easement documents and submit to City in a form acceptable to Johnson County
  - 3.2.3. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts
  - 3.2.4. Conduct a field check with City
  - 3.2.5. Present draft of detail specifications and special conditions for City review
  - 3.2.6. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
  - 3.2.7. Submit one full size plus one half-size paper copy and one electronic copy in Microsoft Office, Microsoft Project, or AutoCAD of all documents for review by the City.
- 3.3. Final Design Phase**
  - 3.3.1. Prepare final design documents based on review and comments from City.
  - 3.3.2. Present final project manual for City review
  - 3.3.3. Complete final details, including retaining wall profiles.
  - 3.3.4. Perform quality control review on all documents.
  - 3.3.5. Prepare and submit to City two copies of legal descriptions for permanent and temporary easement documents in approved Johnson County Register of Deeds format.
  - 3.3.6. Prepare one full size plus one half-size set of final design plans for City's use in bidding.
  - 3.3.7. Request utility comments and construction schedule.
  - 3.3.8. Prepare a final opinion of probable construction cost.
  - 3.3.9. Submit one reproducible paper copy and one electronic copy in Microsoft Office, Microsoft Project or AutoCAD of all documents for the City's use in bidding the project.

**4. TIME SCHEDULE**

- 4.1. 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 Preliminary Design Phase and Final Design Phase.
- 4.2. If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, 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.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- 4.3. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Preliminary Design Phase	Due 30 calendar days after receiving Notice to Proceed
Final Design Phase	Due 30 calendar days after submitting preliminary design

**5. COMPENSATION**

- 5.1. The City agrees to pay the Consultant as maximum compensation for the scope of services the following fees:

Preliminary Design Phase	Total Maximum Fee	<u>\$ 8,500.00</u>
Final Design Phase	Total Maximum Fee	<u>\$ 3,800.00</u>
Total Fees		<u>\$ 12,300.00</u>

- 5.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.



- 5.4. All billings 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 properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.
- 5.5. 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.

## 6. GENERAL PROVISIONS

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

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

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

- 6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.
- 6.4.2 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.3 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.7 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees,

and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

- 6.4. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.5. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.10 **Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

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

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

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

**City:**

City of Prairie Village, Kansas

**By:**

Ronald L. Shaffer, Mayor

**Address for giving notices:**

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

Telephone: 913-385-4600

**ATTEST:**

Joyce Hagen Mundy, City Clerk

**Consultant:**

Affinis Corp.

**By:**

John B. Thomas, Vice President

**Address for giving notices:**

Affinis Corp  
7401 West 129<sup>th</sup> Street, Suite 110  
Overland Park, Kansas 66213

Telephone: 913-239-1100

**APPROVED AS TO FORM BY:**

Charles E. Wetzler, City Attorney

**COU2006-22 Consider Renewal of the Special Use Permit for Wireless Communication Antenna at 1900 West 75<sup>th</sup> Street**

**BACKGROUND:**

In July, 2001, the City Council approved a Special Use Permit for the installation of wireless communication antenna by Nextel Communications on top of the roof of the office building at 7500 State Line Road. The application was approved subject to nine conditions which have been met. No complaints have been received by the City regarding this installation.

The application includes the placement of antennas on the roof of the building with equipment placed inside the basement of the building. Two air conditioning units were added outside and were located in the area that contains the trash bins and the electrical transformer. They are screened from view. Three antenna panels were mounted on frames and placed on the roof and each panel has three antennas mounted on it. The two end panels are approximately 4 feet above the parapet of the building and the center panel is approximately 8 feet above the parapet. The individual antennas are approximately 2 feet long by 8 inches in width. The end antenna panels are mounted on prefabricated steel support frames that are held on the roof with concrete ballast blocks. The center panel is mounted to an existing steel frame.

On Tuesday, August 1, 2006, the Planning Commission held a public hearing on the request for renewal of this application with the Commission finding favorably on the findings of fact and recommending its approval subject to eight conditions. No one was present to speak in opposition to the application. The minutes from that meeting are attached.

**RECOMMENDATION:**

**RECOMMEND THE CITY COUNCIL APPROVE ORDINANCE 2032 APPROVING A SPECIAL USE PERMIT FOR THE PLACEMENT OF WIRELESS COMMUNICATION ANTENNA AND EQUIPMENT TO CAPITOL FEDERAL SAVINGS AND LOAN FOR USE BY SPRINT/NEXTEL ON THE PROPERTY DESCRIBED AS FOLLOWS: 1900 WEST 75<sup>TH</sup> STREET, PRAIRIE VILLAGE, KANSAS.**

## ORDINANCE 2003

AN ORDINANCE APPROVING THE RENEWAL OF A SPECIAL USE PERMIT FOR THE INSTALLATION OF WIRELESS COMMUNICATIONS ANTENNA AND EQUIPMENT AT CAPITOL FEDERAL SAVINGS AND LOAN BUILDING FOR USE BY SPRINT/NEXTEL ON THE PROPERTY DESCRIBED AS FOLLOWS: 1900 WEST 75<sup>th</sup> STREET, 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 August 1, 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 wireless communications antennas to be installed on the roof of the Capitol Federal Savings & Loan building at 1900 West 75<sup>th</sup> Street with related equipment that is placed inside the building, subject to eight 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 August 1, 2006, relating to the application for the renewal of a Special Use Permit, docketed as PC2006-06 for existing wireless communication antennas and equipment and approved the Special Use Permit renewal to Capitol Federal Savings & Loan for use by Sprint/Nextel subject to the following conditions:

- 1) That the initial renewal 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.
- 3) The antennas and the frames for mounting them shall be painted a color that blends with the building so that their visibility is minimized.
- 4) 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.
- 5) The applicant shall comply with all state and federal regulations.

- 6) In the event that the leaseholder abandons the facility and fails to remove the installation, the landowner shall to remove it within 30 days.
- 7) The two external air conditioning units shall continue to be screened from view with a material that is compatible with the existing building.
- 8) The applicant shall submit a copy of the final signed renewal lease agreement between Nextel Communications and Capitol Federal savings to the City.

**Section III. Granting of a Renewal Special Use Permit.** Be it therefore ordained that the City of Prairie Village grant a Special Use Permit renewal to Capitol Federal Savings & Loan for use by Sprint/Nextel for wireless communications antennas on the roof of the Capitol Federal Savings Building at 1900 West 75<sup>th</sup> Street, 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 \_\_\_\_\_, 2006.

CITY OF PRAIRIE VILLAGE, KANSAS

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

ATTEST:

APPROVED AS TO FORM:

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

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

**PLANNING COMMISSION MINUTES  
MEETING OF AUGUST 1, 2006**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, August 1, 2006 in the Council Chambers of the Municipal Building, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Robb McKim, Marc Russell, Marlene Nagel, Nancy Vennard and Bob Lindeblad.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, Planning Commission Secretary.

**APPROVAL OF MINUTES**

Bob Lindblad moved the approval of the minutes of July 5<sup>th</sup> as written. The motion was seconded by Marlene Nagel and passed by a vote of 5 to 0 with Robb McKim abstaining due to absence.

**PUBLIC HEARINGS**

**PC2006-06 Request for Renewal of Special Use Permit for Communication Antennas & Equipment at 1900 West 75<sup>th</sup> Street**

Chairman Ken Vaughn opened the public hearing on application PC2006-06.

Korb Maxwell, with Polsinelli Shalton Welte Suelthaus representing Sprint/Nextel stated this a request to renew the original Special Use Permit for the installation of antennas and equipment on the Capitol Federal Savings and Loan Building on the northwest corner of 75<sup>th</sup> Street and State Line.

He had reviewed the staff comments and recommendation on this application and his applicant agrees with the conditions noted by staff. Mr. Maxwell stated he would answer any questions from the Commission members.

Chairman Ken Vaughn asked for comments from the public and being none, closed the public hearing at 7:10 p.m.

Ron Williamson noted the original application was approved by the Commission on June 5, 2001 subject to nine conditions and approved by the City Council as



recommended on July 2, 2001 for a period of five years. All of the conditions of approval have been met by the applicant.

When the original application was filed in 2001, the applicant held a neighborhood meeting and one person attended but was not opposed. No one appeared at the Planning Commission Public Hearing and no complaints about the installation have been reported to the City. Therefore a neighborhood meeting was not required for the renewal request.

Ron Williamson reported that at its regular meeting on June 5, 2001, the Planning Commission found the findings of fact to be favorable and recommended approval of the application to the City Council subject to nine conditions and the City Council approved the Planning Commission recommendation July 2, 2001. The nine conditions 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.
3. The antennas and the frames for mounting them shall be painted a color that blends with the building so that their visibility is minimized.
4. 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.
5. The applicant shall comply with all state and federal regulations.
6. Construction shall begin mid-July to August and be completed within six weeks from the commencement of construction.
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 two external air conditioning units and dumpster shall be screened from view with a material that is compatible with the existing building. Screening plans shall be submitted for staff review and approval prior to issuing a permit.
9. The applicant shall submit a copy of the final signed lease agreement between Nextel Communications and Capitol Federal Savings to the City prior to obtaining a building permit.

The five-year initial approval period has expired and 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.

The application includes the placement of antennas on the roof of the building with equipment placed inside the basement of the building. Two air conditioning units were added outside and were located in a screened area that contains the trash bins and the electrical transformer. Three antenna panels were mounted on frames and placed on the roof and each panel has three antennas mounted on it. The two end panels are approximately 4 feet above the parapet of the building and the center panel is approximately 8 feet above the parapet. The individual antennas are approximately 2 feet long by 8 inches in width. The end antenna panels are mounted on prefabricated steel support frames that are held on the roof with concrete ballast blocks. The center panel is mounted to an existing steel frame. This type of installation is much less obtrusive than the towers with the large antennas placed on them and perhaps is a more compatible way of providing the necessary coverage to serve the residents of Prairie Village.

Mr. Williamson noted in 2002 the City approved a second installation on the Capitol Federal Savings building for Voice Stream Wireless. The antenna panels for Voice Stream are 8" by 56" and are taller than the Nextel panels.

The following is an update of the June 5, 2001 Staff Report:

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

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

The original application was for the placement of an antenna and equipment and not a request to construct a new communications tower. The applicant was not required to submit an alternative site location analysis of the potential sites with a ½ mile radius, but simply explain their need for the antennas. The City has encouraged the use of existing buildings in order to minimize the negative impacts of towers on residential neighborhoods and two other locations have been approved by the Planning Commission and City Council in the past. They are St. Ann's Church and the office building at 5000 West 95<sup>th</sup> Street. Nextel requested the installation of the antennas at this location in order to support its system and network and provide adequate service to its customers. The installation of antennas is normally used to help support the system in areas that are exceeding capacity.

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

Since the installation exists an actual photo is attached. The antennas are visible from adjacent properties but most of those properties are office or commercial.

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 going to be placed on a building rather than a communications tower, it is not necessary for Nextel to sign an agreement that it would permit co-location. However, it is important that Nextel not prohibit other provider from locating on the building if they need to do so in the future. A review of the communication site lease agreement between Nextel and Capitol Federal Savings does not appear to prohibit other providers from leasing on the building.

4. Copy of Lease - A copy of the lease between the applicant and the land owner containing the following provisions:

- a. The landowner and the applicant shall have the ability to enter into leases with other carriers for co-location.
- b. The landowner shall be responsible for the removal of the communications tower facility in the event that the leaseholder fails to remove it upon abandonment.

In response to paragraph a, Nextel has not prevented other carriers from leasing space on the building. In response to paragraph b, the lease agreement has not addressed the issue of removal of the communications antenna if the applicant does not do so at the end of the lease period. The applicant has provided a letter to the City addressing this issue.

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

Since the equipment that will support the antennas will be housed in the basement of the building, the need for a landscape plan, screening and special construction to screen the equipment is not needed. The applicant has submitted elevations showing how the building will look with the antennas on the roof and has submitted a detail showing what the support system that will hold the antennas will look like. A full site plan is not necessary under these circumstances.

The applicant has submitted a letter from a structural engineer licensed in Kansas stating that the installation of the antennas will not cause any adverse loading conditions on the building.

6. Transmission Medium - Description of the transmission medium that will be used by the applicant to offer or to provide services and proof that applicant will meet all federal, state, and city regulations and laws, including but not limited to FCC regulations.

The applicant is required to meet all state and federal regulations prior to obtaining a building permit from the City.

7. Description of Services - Description of services that will be offered or provided by the applicant over its existing or proposed facilities including what services or facilities the applicant will offer or make available to the City and other public, educational and governmental institutions.

The applicant has not addressed this issue in adequate detail to determine specifically what they are planning to provide and if they are planning to provide any special services to the public and the City.

8. Relocated Items - Indication of the specific trees, structures, improvements, facilities and obstruction, if any, that the applicant proposed to temporarily or permanently remove or relocate.

No trees, structures, improvements, facilities or obstructions were temporarily or permanently removed or relocated, because the improvements were either located in the building or on the roof.

9. Construction Schedule - Preliminary construction schedule including completion dates.

N/A

10. Qualifications and Experience - Sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding communication or utility facilities and services described in the application.

Nextel has other facilities that have been stalled in the City of Prairie Village and has set out its qualifications, experience and expertise at the time of those previous applications.

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 not information included with this application that indicated the existence of any other governmental approvals required, except the licensing of FCC. This antenna is not in a location that would require FAA approval.

12. Miscellaneous - Any other relevant information requested by City staff.  
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 tower is not being constructed and these antennas are simply proposed to be placed on top of a building, it was not necessary to send out co-location letters.

Robb McKim confirmed the staff recommendation for renewal contains eight conditions, not nine as listed on the initial approval.

Mr. McKim asked how the city confirms the applicant has complied with state and federal regulations. Mr. Williamson responded the carrier would lose their license from FCC if they were not in compliance. The City does not ask for resubmittal of documentation of licensing.

Chairman Ken Vaughn led the Commission in a review of the findings of fact.

1. **The proposed special use complies with all applicable provisions of these regulations including intensity use of 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 is any adverse effect on the welfare or convenience to the public and the City has not received any complaints. On the other hand, the installation of the antennas should be an improvement to the communications link for users in the immediate area and should be a benefit to the public in that respect.

3. **The proposed special use will 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 Tuesday, May 22, 2001 in accordance with the Planning Commission Citizen Participation Policy and only one resident appeared at the meeting. The resident was interested in what was being proposed so that they could understand it but had no negative comments regarding the proposal. It should be noted that there are not residences immediately adjacent to the building and there is a significant distance between any residential development and the building where the antennas will be installed. No one appeared at the Planning Commission public hearing to object to the installation.

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 this building is small in comparison to the building itself, has relatively little impact and does not dominate immediate neighborhood so as to hinder development. It also should be pointed out that the neighborhood is totally developed and the only equipment that will be visible from the exterior, are the antenna panels and two air conditioning units and they are screened.

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

Off-street parking is not necessary for this particular use because there are no permanent staff on the site. Service staff are on site periodically to maintain the equipment, but the parking that is provided on the site will be adequate for this need.

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

Since there are no external improvements, 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.

Antennas and equipment will require only service vehicles for periodic maintenance. The traffic generated by the use is minimal and is easily accommodated by the existing circulation system on 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 is utilized to support the antennas is contained within the building itself and therefore does not create the need for any additional

screening or exterior walls. The antennas are exposed on the roof and are not compatible in design with the building, but are painted to match the color of the building.

Bob Lindeblad moved, that having found all of the findings of fact to be favorable, the Planning Commission recommends that the City Council approve the renewal of the Special Use Permit for wireless communication antenna and related equipment by Sprint/Nextel at 1900 West 75<sup>th</sup> Street subject to the following conditions:

- 1) That the initial renewal 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.
- 3) The antennas and the frames for mounting them shall be painted a color that blends with the building so that their visibility is minimized.
- 4) 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.
- 5) The applicant shall comply with all state and federal regulations.
- 6) In the event that the leaseholder abandons the facility and fails to remove the installation, the landowner shall to remove it within 30 days.
- 7) The two external air conditioning units shall continue to be screened from view with a material that is compatible with the existing building.
- 8) The applicant shall submit a copy of the final signed renewal lease agreement between Nextel Communications and Capitol Federal savings to the City.

The motion was seconded by Marlene Nagel and passed unanimously.



## **OTHER BUSINESS**

Chairman Ken Vaughn welcomed newly appointed Planning Commission Member, Marc Russell. Mr. Russell introduced himself and his background stating he was looking forward to serving on the Commission.

### **Comprehensive Plan**

Doug Luther stated the updated draft of the Comprehensive Plan with changes made by the steering committee incorporated has been sent to the printer. When it is received by the City, the steering committee will meet to review the report and then a joint meeting of the City Council and Planning Commission would be held.

## **ADJOURNMENT**

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 7:15 p.m. He noted the next meeting of the Commission would be Tuesday, September 5<sup>th</sup> in the Multi-Purpose Room.

Ken Vaughn  
Chairman

## COU2006-30 CONSIDER FEE FOR MASSAGE THERAPY LICENSE

Issue: Establishment of fee for Massage Therapy License

### Background:

In December, 1994, the City adopted an ordinance regulating Massage Therapy within the City. At that time, there was one Massage Therapy Business operated by Santa Marie at 7301 Mission Road, under a variance granted by the Board of Zoning Appeals, and licensed as an Administrative/Retail Business.

During the 1990's this was a new and slowly growing service industry. Six businesses were licensed in 1997, eight in 1998 and nine in 1999. However, the industry has experience significant growth in the past few years as reflected in an increasing number of applications for licenses reflected below:

2000 - 22 licenses issued	2003 - 34 licenses issued
2001 - 25 licenses issued	2004 - 47 licenses issued
2002 - 47 licenses issued	2005 - 41 licenses issued

When the ordinance was adopted no specific fee was established for massage therapy. The fee paid, if any, was that required for a massage therapy business based on the administrative/retail fee schedule. With more and more massage therapist working independently for other types of businesses, it may be time to consider a specific massage therapy license fee.

The following fees are charged by other cities in the area:

Overland Park - \$300 for a massage therapy business \$ 50 for an independent therapist
Lenexa - \$100 for a freelance \$ 25 for an independent therapist
Leawood - \$150 for a massage therapy business \$ 75 for an independent therapist
Roeland Park - \$100 for a massage therapy business \$10 for an independent therapist

Under current city regulations most business fees are set by the square footage the business occupies, not by the type of business, although separate fees are charged for drinking establishments and liquor stores. As most massage therapy businesses have less than 500 square feet, their administrative/retail license fee is generally \$60.

If a specific fee is established for massage therapy licenses it needs to be done prior to the new licensing year which begins October 1.

### RECOMMENDATION:

**RECOMMEND MASSAGE THERAPY BUSINESSES CONTINUE TO ACQUIRE THE APPROPRIATE BUSINESS LICENSE AND A FEE OF \$40 FOR AN INDEPENDENT MASSAGE THERAPY LICENSE.**

**Issue:**

Should the City Council adopt an ordinance regulating vegetation in the rights-of-way?

**Background:**

From time to time the City receives complaints about tree limbs and shrubs blocking streets and sidewalks. When these obstructions occur near intersections, the City's traffic regulations are able to address the issue as a traffic safety hazard. However, when these obstructions appear mid-block or affect sidewalks, enforcement is more difficult.

Many years ago the City had adopted an ordinance establishing minimum clearances above streets and sidewalks of 9 ft. and 14 ft. respectively. During the recodification process last year, these specific clearances were removed in an effort to simplify the code, relying on the general obstruction regulations to address violations. Time has shown that it would be beneficial to have more regulations specifically addressing vegetation in the rights-of-way.

The ordinance language below would essentially reinstate the prior regulations requiring a 9 ft. clearance over sidewalks and 14 ft. above streets. The language has been reviewed and approved by the City Attorney.

**Recommendation:**

**RECOMMEND THE CITY COUNCIL ADOPT AN ORDINANCE ESTABLISHING  
CHAPTER 13, ARTICLE 8 OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED  
"VEGETATION IN THE RIGHT OF WAY."  
COUNCIL ACTION REQUIRED**

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

AN ORDINANCE ESTABLISHING CHAPTER 13, ARTICLE 8 OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "VEGETATION IN THE RIGHT-OF-WAY."

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

**Section 1**

A new Article 8 in Chapter 13 of the Prairie Village Municipal Code is hereby created to read as follows:

**13-8 - VEGETATION IN RIGHT-OF-WAY**

(a) It shall be the duty of every owner or occupant of lots abutting upon any sidewalk or public way of the city or adjacent to the street parking to cultivate any trees, shrubbery, hedge, or weed in such a manner that the same shall not interfere with persons or travel upon or along said streets, sidewalks or public ways and it shall further be the duty of all such persons to cut or trim any such trees, shrubbery hedge, or weed so that any growth thereof shall not extend out over the sidewalk lower than nine feet from the surface thereof.

(b) It shall be the duty of every owner or occupant of lots abutting upon any public way of the city or adjacent to the street parking to cultivate any trees, shrubbery, edge, or weed in such a manner that the same shall not interfere with persons or travel upon or along said streets or public ways and it shall further be the duty of all such persons to cut or trim any such trees, shrubbery hedge, or weed so that any growth thereof shall not extend out over the street lower than fourteen feet from the surface thereof.

(c) It shall further be the duty of every owner or occupant of lots abutting upon any sidewalk or public way of the city or adjacent to the street parking to remove any limbs or branches overhanging any street, sidewalk, or public way of the city, which are dangerous to public travel thereon.

**Section 2**

This ordinance shall and be in force from and after its passage , approval, and publication in the official City newspaper as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

ATTEST:

APPROVED AS TO FORM

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

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

**CONSIDER RENEWAL OF THE NUTRITION CENTER AGREEMENT WITH JOHNSON COUNTY**

**Issue:**

Fee and renewal for the Nutrition Center agreement.

**Background:**

For the past 20+ years the City has allowed Johnson County to use the Prairie Village Community Center for its Senior Nutrition program during the week. Most area cities that provide space to the County for this program charge a fee of approximately \$125/month. The City of Olathe does not charge a fee.

The Nutrition Center located in Prairie Village provides meals for only a few individuals on-site. However, the Prairie Village site is one of the largest home-bound delivery points in the county with many "Meals on Wheels" delivered from Prairie Village. The program prepares and delivers more than 50 meals each day to homebound residents from the Prairie Village site.

The 2007 Budget anticipates operating costs for the Community Center to be \$18,000. Revenue received from the County and rental revenue for use of the Community Center is expected to be approximately \$5,000.

The proposed 2007 agreement is identical to the 2006 agreement with the exception of the monthly fee. Fees charged under this agreement in prior years were:

**Nutrition Center Fees**

	<b>Monthly</b>	<b>Annual</b>	<b>% Chg</b>
1996 through 2002	\$ 120.00	\$ 1,440.00	
2003	\$ 125.00	\$ 1,500.00	4%
2004	\$ 128.75	\$ 1,545.00	3%
2005	\$ 132.50	\$ 1,590.00	3%
2006	\$ 136.00	\$ 1,632.00	3%
<b>2007 Proposed</b>	<b>\$ 143.00</b>	<b>\$ 1,716.00</b>	<b>5%</b>

The CPI from the first half of 2005 to the first half of 2006 in the Kansas City metro area indicates a 5.3% increase. Applying the CPI to this agreement would result in a monthly fee of \$143/month, for a total annual increase of \$84.

**Recommendation:**

**RECOMMEND THE CITY COUNCIL APPROVE AN AGREEMENT WITH JOHNSON COUNTY TO OPERATE A NUTRITION CENTER AT THE PRAIRIE VILLAGE COMMUNITY CENTER WITH PAYMENT OF \$143/MONTH TO THE CITY OF PRAIRIE VILLAGE**

**COUNCIL ACTION REQUIRED**

## FACILITY USAGE AGREEMENT

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of \_\_\_\_\_  
September, 2005, by and between the City of Prairie Village,  
Kansas, hereinafter referred to as the "City", and the Board of  
County Commissioners of Johnson County, Kansas, by and through the  
Office of County Manager of Johnson County, Kansas, hereinafter  
referred to as the "County".

### WITNESSETH:

WHEREAS, the County has established and conducts a Nutrition  
Program for the senior citizen population in Johnson County,  
Kansas; and

WHEREAS, the County desires to use the City owned and operated  
Prairie Village Community Center located at 7720 Mission Road,  
Prairie Village, Johnson County, Kansas (hereinafter the  
"Facility") as a nutrition center for the purpose of administering  
a nutrition program to the senior citizen population; and

WHEREAS, the City has determined that the aforesaid nutrition  
program provides a valuable service to the community and wishes to  
aid the County by supplying the Facility in which meals and  
entertainment can be provided to senior citizens; and

WHEREAS, the City has determined that the aforesaid Nutrition  
Program provides a valuable service to the community and wishes to  
aid the County by supplying the Facility in which meals can be  
provided to senior citizens.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

1. The County shall have the use of the Facility, as outlined in this Agreement, for the period beginning October 1, 2005, and ending September 30, 2006, unless otherwise terminated pursuant to Paragraph 16 hereinbelow.

2. There shall be no separate legal entity created under this Agreement.

3. The purpose of this Agreement is to facilitate cooperation in the establishment and administration of a nutrition program for the elderly and to define responsibilities for the administration, finances, building maintenance, and other matters pertaining to the program.

4. The City shall provide for certain space of the Facility for use by the County in administering the nutrition program for the period stated in Paragraph 1, subject to the terms and conditions of this Agreement. To this end, the County shall have use of the space of the Facility designated as the Prairie Village Community Center, (hereinafter the "Premises"). Such use of the designated space shall include: dining area, kitchen and storage closet together with the right of access to and joint use of all common areas, entryways, parking and driving areas.

The kitchen space shall be available to the County between the hours of 8:30 a.m. and 1:30 p.m., and the nutrition center shall be available to the County between the hours of 9:30 a.m. and 1:30 p.m., Monday through Friday, excluding the following observed holidays, to-wit: Veteran's Day; Thanksgiving Day and the day following Thanksgiving; Christmas Day (observed); New Year's Day (observed); Martin Luther King, Jr. Day; Memorial Day (observed); Independence Day (observed); and, Labor Day (observed).

Further, it is understood by the parties that for one (1) mutually designated and agreed upon day per year, the City shall be entitled to and have sole use of the Facility.

5. During the period of October 1, 2005 through September 30, 2006, the County shall pay the City the amount of One Hundred <sup>six</sup> ~~Thirty-Two~~ Dollars ~~AND FIFTY CENTS~~ <sup>(\$136.00)</sup> ~~(\$132.00)~~ per month for the use and maintenance of the designated space at the Facility. Payment will begin October 1, 2005 and shall continue thereafter in like successive quarterly installments. The City will provide an invoice, by mail, in order to process this payment.

*RLS 7/19/05*  
*MB 10/6/05*

6. Appropriate County and City staff shall meet on a regular basis to discuss questions of daily maintenance and any property damage which may occur; to inform each other as to planned programs and to coordinate the scheduling of those programs so that duplication of space usage will not occur.

7. The City agrees to provide the Premises with heat, air conditioning, light, electricity, water and janitorial service,



including disposal of trash, waxing floors, cleaning of the Premises, snow and ice removal and keeping the sidewalks and parking areas around the Facility clear for use.

8. All rules for use of the Facility established by the City will be enforced in relation to the County's nutrition program. The City shall provide the County with a copy of such rules upon the execution of this Agreement.

9. The Facility shall remain the property of the City. The County may not install any fixtures or make any physical changes to the premises of the Facility without the express written consent of the City. Any equipment used at the Facility will either be owned by the City or County. No equipment is to be jointly owned. Upon termination of this Agreement, any and all property shall be returned to the respective owner. All equipment and/or furnishings shall display owner designation as referenced in the attached Appendix. The maintenance, repair, replacement, and general upkeep of the equipment shall be the responsibility of the Owner except as may be otherwise provided in this Agreement.

10. The City shall have the right to inspect the Premises of the Facility occupied by the County at all reasonable times.

11. This Agreement shall not be assigned, transferred, or sold, nor the Premises of the Facility herein leased or sublet to any other party, agency or corporation, in whole or part, without the express written consent of the City.

12. The County agrees to indemnify the City and hold it harmless from and against all costs, expenses, claims, and liabilities arising from any accident, injury, or damage to person or property in or about the Facility where such accident, injury or damage results solely from any negligent or intentional act on the part of the County, its officers, employees or agents.

13. The City shall not be liable or obligated to the County for damage incurred to the County upon the Premises of Facility by fire, theft, casualty, civil disaster, and such other occurrences and events beyond the control of the City. The City shall provide, either by appropriate reserve funding or by conventional or pooled insurance, adequate fire and extended coverage insurance for the entire Facility and installed fixtures, but shall not be required to maintain coverage for the contents belonging to the County.

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

15. It is understood and agreed that the written terms and provision of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of

the City and County; and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement shall not be altered, amended, changed, or otherwise modified except in writing signed by all parties to this Agreement.

16. Either party may terminate this Agreement by giving to the other party written notice of such termination thirty (30) days prior to the date upon which said party desires to terminate this Agreement. Further, provided that if the City or County shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for thirty (30) days thereafter, the affected party may elect to cancel this Agreement immediately thereafter.

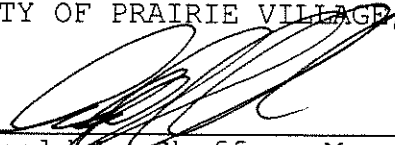
17. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the County is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the County's then current budget year or from funds made available from any lawfully operated revenue producing source. Should the County be unable to budget, appropriate or otherwise make available funds for purposes of this Agreement in any then applicable budget year, this Agreement shall be deemed terminated on the last day for which

appropriations were received without penalty or expense to the County of any kind whatsoever.


18. The City shall cause four copies of this Agreement to be executed with each party hereto receiving a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the parties hereto have executed the above and foregoing Agreement on the day and year first above written.


CITY OF PRAIRIE VILLAGE, KANSAS

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

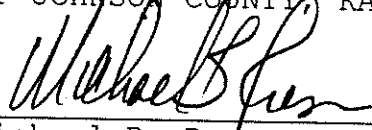
ATTEST:

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

APPROVED AS TO FORM:

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

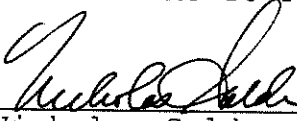
BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS



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Michael B. Press  
County Manager

APPROVED AS TO FORM:



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Nicholas Saldan  
Deputy County Counselor

## APPENDIX

This appendix lists the equipment referenced on page 4, paragraph 9, of the Facility Usage Agreement between the City of Prairie Village and Johnson County, Kansas, for the use of the Prairie Village Community Center:

The following equipment is solely the property of the City of Prairie Village:

### Description:

Garbage Disposal - in-sink Erator (Pro-Series)  
Refrigerator/Freezer  
    Whirlpool-ET20DKXS  
Tile Wall Mural  
Television/VCR Unit - installed on ceiling  
    RCAVG4240 (donated to the City)  
Piano (donated to City by Unitarian-Universalist Fellowship)  
Dover Grey Folding Tables  
    5-30 x 96  
Blue Padded Chairs - 45

**COU2006-28 CONSIDER CITY COUNCIL POLICY CP207 HORIZONTAL DIRECTIONAL DRILLING (HDD)**

**Background:**

City Council Policy CP207 Horizontal Directional Drilling (HDD) is a new policy. Over the past years, HDD has been used within the City limits on a small individual location. Without a specific standard, Public Works Staff has used peer information for these projects.

Knowing that a standard will someday be necessary, Public Works staff has participated in a Mid-American Regional Council (MARC) study Damage Prevention Committee. This committee researched the common HDD practices around the country and locally. The City of Overland Park and the City of Lenexa has shared their recent experiences with HDD in their communities. They also shared their standard and practices in use today as related to HDD.

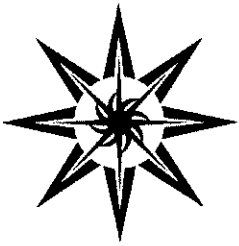
Public Works Staff has used that exposure to prepare City Council CP207 Horizontal Directional Drilling (HDD) for inclusion in the City Manual of Infrastructure Standards.

**Financial Impact:**

There is no direct financial impact from the adoption of this policy. Staff plans on using existing resources for permit application processing and inspection.

**Recommendation:**

Public Works staff recommends City Council adopt City Council Policy CP207 Horizontal Directional Drilling (HDD).



**City Council Policy: CP207 – Horizontal Directional Boring (HDD) Standards**

**Effective Date:**

**Amends:**

**Approved By: City Council**

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**I. SCOPE**

- A.** HDD is a trench-less installation technique developed to install pipe under natural or man-made obstacles, especially water ways and highways. Today directional drilling is utilized not only for crossings, but also for parallel installations along the right-of-way as an alternative to digging trenches. HDD is utilized for the installation of gas, water and sewer mains; chemical pipelines; electric and communications conduits.
- B.** Every HDD project is unique and will have unique elements, conditions and requirements. Therefore, the standard, set forth herein, is a compilation of practices for HDD projects, which may be amended by the Director of Public Works to address unique circumstances.

**II. PURPOSE**

- A.** The purpose of this standard is to provide, as an inclusion in the City of Prairie Village Manual of Infrastructure Standards, practices for projects utilizing Horizontal Directional Drilling (HDD) that will help ensure public safety and protect existing underground facilities within the City .
- B.** This standard is closely modeled after The City of Overland Park, Kansas, Right-of-Way Permits, Horizontal Directional Drilling Guidelines Handbook and the Kansas City Metro Damage Prevention Report prepared by the Mid-America Regional Council (MARC).

**III. RESPONSIBILITY**

- A.** Public Works Director

**IV. DEFINITIONS**

- A.** *City* shall mean the City of Prairie Village
- B.** *City Clerk* shall mean the City Clerk employed by the City of Prairie Village or designee.
- C.** *City Lands* shall mean any land owned in fee by the City of Prairie Village such as, but not limited to, grounds at City buildings, City parks and City right-of-ways,
- D.** *Public Works Director* shall mean the Director of Public Works employed by the City or that person's designee.
- E.** *Storm Drain System* shall mean any City owned pipe, structure, channel or other City drain facility.

**V. POLICY**

**A. PLANNING AND DESIGN**

- 1. Subsurface utility engineering is an engineering process used to identify and map underground utilities and structures. The site information is collected by surveying visible subsurface utility structures such as manholes, hand-holes, utility valves and meters, fire hydrants, pedestals and utility markers; and then correlating data from existing utility records, as-built drawings, distribution and services maps, existing geographic information system databases, and construction plans, to create a composite design drawing.



2. Prior to submitting an application for a right-of-way permit for an HDD installation, the project plan preparer shall undertake a review of City Council Policy CP203 – Construction Plans Requirements and Standards. At a minimum, the plan preparer shall comply with the Policy CP203 and complete the plan preparation tasks prior to submitting a right-of-way permit application. The following additional information is to be provided on the plans:
  - a.) Obtain existing easement, right-of-way and property line information through survey records, or other sources
  - b.) Obtain general and/or specific geotechnical information (as required or deemed necessary by the Permittee or City Public Works Director) including USDA Soil Conservation Service data for the project area and site-specific geotechnical sampling and analysis
  - c.) State minimum horizontal and vertical clearance requirements, including road setbacks, existing surface features and existing underground utilities and structures
  - d.) Present bore geometry for the given ground profile including bore length(s) and depth requirements, bending radii for the final product pipe plus entry and exit pit locations with size and depth as required.
  - e.) At critical points, prepare plan and profile on half scale (11x17 inches) using 1-inch equals 20 feet horizontal scale and 1-inch equals 5 feet vertical scale.
  - f.) Proposed facility information and design details including the proposed alignment (dimensioned), final product type and dimensions, proposed depths of cover and clearances, and all proposed above and below grade structures.

## **B. PERMITTING**

1. As part of the permit application process, the applicant shall state the project type (communication, gas, etc.), purpose, system capacities and location.
2. The construction plans shall comply with City Council Policy CP203 – Construction Plans Requirements & Standards.
3. A Storm Water Pollution Prevention and Erosion Control Plan shall:
  - a.) Ensure that all construction activities shall be performed in accordance with the National Pollution Discharge Elimination System (NPDES) as regulated by the Environmental Protection Agency (EPA), as well as state and local requirements.
  - b.) Ensure that sediment controls are in place prior to disturbance.
  - c.) Maintain sediment controls throughout the construction and restoration processes.
  - d.) Minimize the overall disturbance whenever possible.
  - e.) Protect disturbed areas throughout the construction process.
  - f.) Prevent storm water runoff from entering disturbed areas.
  - g.) Never intentionally discharge construction contaminants directly into creeks, rivers, ditches, or storm systems. Avoid causing flooding in roadways and adjacent right-of-way by not block existing culverts and storm inlets except as a last resort and ensuring that sediment is removed from sediment traps and filters after all storm events.
4. A permanent restoration plan shall be provided with detail sheets and specifications for restoration of City infrastructure.

5. A Construction Schedule shall be provided indicating the proposed start date(s), completion date(s), and restoration schedule.

### **C. CONSTRUCTION SAFETY**

1. Prior to performing work involving HDD under a Right-of-Way Permit, the Permittee (or its Contractor) shall implement the following safety guidelines:
  - a.) Perform all operations in compliance with OSHA guidelines and insure that all personnel are properly trained and equipped to work in the public right-of-way
  - b.) Ensure that utility One-Calls and other utility coordination requirements have been met
2. The HDD Contractor shall have a planned response in the event of a utility strike including utility owner notification call numbers.

### **D. CONSTRUCTION GUIDELINES**

1. All construction work shall be performed in accordance with City requirements and as outlined below. For all work involving horizontal directional drilling under a Right-of-Way Permit, the Permittee (or its Contractor) shall perform the tasks outlined in the following sections.
2. The following shall be performed **during construction**:
  - a.) The HDD Contractor shall calibrate its tracking and locating equipment at the beginning of each work day. A log shall be maintained and submitted to the permitting agency on a weekly basis.
  - b.) The HDD Contractor shall monitor and maintain a log recording the alignment and depth readings provided by their tracking system every 25 to 30 feet for normal conditions, or every 5 to 10 feet where precise alignment control is requested by the engineer.
  - c.) The HDD contractor should back-ream to accommodate the product size. It is preferable that the use of compaction reamers be avoided. However, the Contractor shall not expand the bore hole by more than six inches (6") using only a compaction reamer.
  - d.) The HDD Contractor shall plan its reaming and back pulling operations carefully to ensure that, once started, all reaming and back pulling operations can be completed without stopping and within the permitted work hours
  - e.) Positively locate/expose (by potholing) all utilities crossed
  - f.) Positively locate/expose (by potholing) all parallel utilities at the beginning and ending of all bores, every 200 feet if it is within 5 feet of the proposed alignment, or every 50 feet if it is within 3 feet of the proposed alignment, and additionally as requested by the Public Works Inspector
  - g.) A municipal Public Works inspector will monitor and verify the alignment measurements provided by the HDD Contractor on a frequent and un-announced schedule
  - h.) The HDD Contractor shall inspect the work and surrounding area to ensure that no construction-related damage has occurred including heaving or humping of paved surfaces, and drilling fluid fractures or releases

i.) At the request of the City Public Works Director, the Contractor shall provide access for inspection of the HDD operations

3. Items noted below shall be performed **following construction**:

a.) Prior to the start of backfilling excavations under paved surfaces, the Permittee shall notify the Public Works Inspector to schedule an inspection

b.) The Permittee (or its Contractor) shall ensure that all cleanup and restoration is in compliance with the City requirements for right-of-way restoration. Upon completion of all right-of-way restoration activities, the Permittee will schedule a closeout inspection

c.) The Permittee shall notify the Public Works Inspector upon completion of all project work including final punch list items

d.) The two-year maintenance period for the permittee will not begin until all corrective actions required have been completed and subsequently approved by the Public Works Inspector

e.) Additional permits will not be issued if restoration work is not complete on the existing permit

f.) The permittee will televise, in the presence of the Public Works Inspector, the City of Prairie Village stormwater components within five feet parallel to boring activity or crossed by the boring activity.

**E. The HDD Contractor shall contain, handle, and dispose of drilling fluids** in accordance with the following requirements:

1. All drilling fluid and fluid additives shall be disclosed, and Material Safety Data Sheets (MSDS) shall be provided to the Public Works Inspector upon request

2. Excess drilling fluid shall be confined in a containment pit at the entry and exit locations until recycled or removed from the site

3. Precautions shall be taken to insure that drilling fluid does not enter roadways, streams, municipal storm or sanitary sewer lines, and/or any other drainage system or body of water

4. Unintended surfacing of drilling fluid shall be contained at the point of discharge and recycled or removed from the site

5. Drilling fluids that are not recycled and reused shall be removed from the site and disposed at an approved disposal site

6. Drilling fluids shall be completely removed from the construction site prior to back filling or restoring the site

7. Collection, transportation, and disposal of drilling fluids shall be environmentally safe and comply with local ordinances and government regulations

**F. CONSTRUCTION RECORDS**

1. The HDD Contractor shall keep detailed and accurate records of all activities associated with the HDD process. Upon completion of HDD installations, the Permittee shall provide the Public Works Inspector

with As Built plans and any supporting documents within 60 days of project completion. Failure to submit as-built plans and supporting documents will be justification for rejecting future permits.

2. As Built plans should be in electronic format, but hard copy format may be approved on a case-by-case basis by the permitting agency. HDD construction records and As Built plans shall conform to the same plans submission requirements as for Right-of-Way Permits and as described in this handbook.

**G. REFERENCES**

1. City of Prairie Village Municipal Code Section 13.500
2. City of Prairie Village Municipal Code Section 13.700
3. City of Prairie Village City Council Policy CP203

## COU2006-29 CONSIDER NEW MUNICIPAL CODE CHAPTER XIII ARTICLE 8 STORMWATER POLLUTION PREVENTION

### **Background:**

The Kansas Department of Health and Environment (KDHE) requires that each City in Kansas adopt a Stormwater Pollution Prevention ordinance. This requirement is part of the second year National Pollution Discharge Elimination System (NPDES) permit, which must be accomplished by September 30, 2006.

The attached ordinance is a collaborated effort of the cities in Johnson County. It is modeled after the suggested EPA ordinance. The City Attorney has reviewed the proposed ordinance.

This ordinance has the potential of creating additional work load for the Code Enforcement Officer. The present practice of Public Works related code violations is for the Public Works staff to investigate and attempt to resolve the violation within thirty days. If no resolution is reached, the matter is given to the Code Enforcement Officer for court action.

### **Financial Impact:**

The amount of staff time can not be estimated.

### **Recommendation:**

Public Works staff recommends the City Council adopt Ordinance for Chapter XIII Article 8 Stormwater Pollution Prevention.

**ORDINANCE NO.**

AN ORDINANCE ESTABLISHING REQUIREMENTS RELATING TO STORMWATER POLLUTION PREVENTION TO STORM SEWERS AND SURFACE WATERS FOR THE CITY OF PRAIRIE VILLAGE, KANSAS; BY ADDING AS NEW ARTICLE 8 IN CHAPTER XIII ENTITLED "STORMWATER POLLUTION PREVENTION" CONSISTING OF NEW SECTIONS 8.010 THROUGH 8.100.

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

SECTION 1. A new Article 8 of Chapter XIII of the City Municipal Code is hereby added to read as follows:

**Chapter 8.000****STORMWATER POLLUTION PREVENTION****8.010 Title.**

The title of Prairie Village Municipal Code Sections 8.010 through 8.100, inclusive, shall be known as the Stormwater Pollution Prevention Code.

**8.020 Purpose and Findings.**

- A. The purpose of this Stormwater Pollution Prevention Code shall be to prevent the discharge of pollutants from land and activities within the City into the municipal separate storm sewer system (MS4) and/or into surface waters.
- B. The Governing Body of the City hereby finds that pollutants are discharged into surface waters, both through inappropriate non-stormwater discharges into the MS4 or the surface waters directly, and through the wash off and transport of pollutants found on the land and built surfaces by stormwater during rainfall events.
- C. Further, the Governing Body of the City hereby finds that such discharge of pollutants may lead to increased risks of disease and harm to individuals, particularly children, who come into contact with the water; may degrade the quality of such water for human uses, such as drinking, irrigation, recreation, and industry; and may damage the natural ecosystems of rivers, streams, lakes and wetlands, leading to a decline in the diversity and abundance of plants and animals.
- D. Further, the Governing Body of the City hereby finds that this ordinance will promote public awareness of the hazards involved in the improper discharge of trash, yard waste, lawn chemicals, pet waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste, sediment and other pollutants into the storm drainage system.
- E. Further, the Governing Body of the City hereby finds that such discharges are inconsistent with the provisions and goals of the Clean Water Act, the National Pollutant Discharge

Elimination System (NPDES), and other federal and state requirements for water quality and environmental preservation.

- F. Further, the Governing Body of the City hereby finds that a reasonable establishment of restrictions and regulations on activities within the City is necessary to eliminate or minimize such discharges of pollutants, to protect the health and safety of citizens, to preserve economic and ecological value of existing water resources within the City and within downstream communities, and to comply with the provisions of the City's responsibilities under the Clean Water Stormwater Pollution Prevention and the NPDES program.

#### 8.030 Abbreviations.

The following abbreviations when used in this Stormwater Pollution Prevention Code shall have the designated meanings:

BMP	Best Management Practice
CFR	Code of Federal Regulations
EPA	Environmental Protection Agency
HHW	Household Hazardous Waste
KDHE	Kansas Department of Health and Environment
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
PST	Petroleum Storage Tank

#### 8.040 Definitions.

For the purposes of this Stormwater Pollution Prevention Code, the following definitions shall apply:

- A. "Best management practices (BMPs)" means schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
- B. "Car" means any vehicle meeting the definition for passenger car, passenger van, pickup truck, motorcycle, recreational vehicle, or motor home.
- C. "City" means the City of Prairie Village, Kansas.
- D. Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), and any subsequent amendments thereto.
- E. "Code" means the Prairie Village Municipal Code.
- F. "Director" means the Director of Public Works Department or the Director's authorized representative.

- G. "Discharge" means the addition or introduction, directly or indirectly, of any pollutant, stormwater, or any other substance into the MS4 or surface waters.
- H. "Domestic sewage" means human excrement, gray water (from home clothes washing, bathing, showers, dishwashing, and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, retail and commercial establishments, factories, and institutions, that is free from industrial waste.
- I. "Extremely hazardous substance" means any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification.
- J. "Fertilizer" means a substance or compound that contains a plant nutrient element in a form available to plants and is used primarily for its plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.
- K. "Hazardous household waste (HHW)" means any material generated in a household (including single and multiple residences) by a consumer which, except for the exclusion provided in 40 CFR Section 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261 or K.A.R 28-29-23b.
- L. "Hazardous substance" means any substance listed in Table 302.4 of 40 CFR Part 302.
- M. "Hazardous waste" means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.
- N. "Industrial waste" means any waterborne liquid or solid substance that occurs from any process of industry, manufacturing, mining, production, trade, or business.
- O. "Municipal separate storm sewer system (MS4)" means the system of conveyances, (including roads with drainage systems, municipal streets, private streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.
- P. "NPDES" means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under Sections 307, 402, 318 and 405 of the federal Clean Water Act.
- Q. "NPDES permit" means for the purpose of this chapter, a permit issued by United States Environmental Protection Agency (EPA) or the state of Kansas that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.



- R. "Oil" means any kind of oil in any form, including but not limited to: petroleum, fuel oil, crude oil, synthetic oil, motor oil, bio-fuel, cooking oil, grease, sludge, oil refuse, and oil mixed with waste.
- S. "Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns, including all federal, state, and local governmental entities.
- T. "Pesticide" means a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant, or desiccant.
- U. "Petroleum Product" means a product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel or lubricant in a motor vehicle, boat or aircraft including motor oil, motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil and #1 and #2 diesel fuel.
- V. "Pollutant" means any substance or material which contaminates or adversely alters the physical, chemical or biological properties of the waters including changes in temperature, taste, odor, turbidity, or color of the water. Such substance or material may include but is not limited to, dredged spoil, spoil waste, incinerator residue, sewage, pet and livestock waste, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, yard waste, hazardous household wastes, oil and petroleum products, used motor oil, anti-freeze, litter, pesticides, and industrial, municipal, and agricultural waste discharged into water.
- W. "Property Owner" shall mean the named property owner as indicated by the records of the Johnson County Kansas Records and Tax Administration;
- X. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the MS4 and/or surface waters.
- Y. "Sanitary sewer" means the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to a sewage treatment plant and to which stormwater, surface water, and groundwater are not intentionally admitted.
- Z. "Septic tank waste" means any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.
- AA. "Sewage" means the domestic sewage and/or industrial waste that is discharged into the sanitary sewer system and passes through the sanitary sewer system to a sewage treatment plant for treatment.

- BB. "State" means the state of Kansas.
- CC. "Stormwater" means stormwater runoff, snow melt runoff, and surface runoff and drainage.
- DD. "Surface waters" means any body of water classified as "surface waters" by the state of Kansas, including streams, rivers, creeks, brooks, sloughs, draws, arroyos, canals, springs, seeps, cavern streams, alluvial aquifers associated with these surface waters, lakes, man-made reservoirs, oxbow lakes, ponds, and wetlands, as well as any other body of water classified by the federal government as a "water of the United States".
- EE. "Waste" means any garbage, refuse, sludge or other discarded material which is abandoned or committed to treatment, storage or disposal, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, commercial mining, community and agricultural activities. Waste does not include solid or dissolved materials in domestic sewage or irrigation return flows or solid or dissolved materials or industrial discharges which are point sources subject to permits under the State of Kansas. The Federal definition of solid waste is found at 40 CFR 257.2.
- FF. "Water quality standard" means the law or regulation that consists of the beneficial designated use or uses of a water body, the numeric and narrative water quality criteria that are necessary to protect the use or uses of that particular water body, and an anti-degradation statement.

#### 8.050 General Prohibition.

- A. No person shall release or cause to be released into the MS4, or into any surface water within the City, any discharge that is not composed entirely of stormwater that is free of pollutants, except as allowed in subsection B.
- B. Unless identified by the City or KDHE as a significant source of pollutants to surface water the following non-stormwater discharges are deemed acceptable and not a violation of this section:
1. Water line flushing;
  2. Diverted stream flow;
  3. Rising groundwater;
  4. Run-contaminated groundwater infiltration as defined under 40 CFR 35.2005(20) to separate storm sewers;
  5. Uncontaminated pumped groundwater;
  6. Contaminated groundwater if authorized by KDHE and approved by the municipality;
  7. Discharges from potable water sources;

8. Foundation drains;
  9. Air conditioning condensate;
  10. Irrigation waters;
  11. Springs;
  12. Water from crawl space pumps;
  13. Footing drains;
  14. Individual residential car washing;
  15. Flows from riparian habitats and wetlands;
  16. De-chlorinated swimming pool discharges excluding filter backwash;
  17. Street wash waters (excluding street sweepings which have been removed from the street);
  18. Discharges or flows from emergency fire fighting activities;
  19. Heat pump discharge waters (residential only);
  20. Treated wastewater or other discharges meeting requirements of a NPDES permit; and
  21. Other discharges determined not to be a significant source of pollutants to waters of the state, a public health hazard or a nuisance.
- C. Discharges specified in writing by the Director as being necessary to protect public health and safety.
- D. Notwithstanding the provisions of subsection B of this section, any discharge shall be prohibited by this section if the discharge in question has been determined by the Director to be a source of a pollutants to the MS4 or to surface waters, written notice of such determination has been provided to the property owner or person responsible for such discharges, and the discharge has occurred more than ten days beyond such notice.

#### **8.060 Specific Prohibitions and Duties.**

The specific prohibitions and requirements in this section are not inclusive of all the discharges prohibited by the general prohibition in Section 8.050, but are provided to address specific discharges that are frequently found or are known to occur:

- A. No person shall release or allow to be released any of the following substances into the MS4:

1. Any new or used petroleum product or oil;
2. Any industrial waste;
3. Any hazardous substance or hazardous waste, including household hazardous waste;
4. Any domestic sewage or septic tank waste, grease trap or grease interceptor waste, holding tank waste, or grit trap waste;
5. Any garbage, rubbish or other waste;
6. Any new or used paints, including latex-based paints, oil-based paints, stains, varnish, and primers, as well as cleaning solvents and other associated products;
7. Any yard wastes, which have been moved or gathered by a person;
8. Any wastewater that contains soap, detergent, degreaser, solvent, or surfactant based cleaner from a commercial motor vehicle wash facility; from any vehicle washing, cleaning, or maintenance at any new or used motor vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus or heavy equipment;
10. Any wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains soap, detergent, degreaser, solvent, or any surfactant based cleaner;
11. Any wastewater from commercial floor, rug, or carpet cleaning;
12. Any wastewater from the wash-down or other cleaning of pavement that contains any soap, detergent solvent, degreaser, emulsifier, dispersant, or other cleaning substance; or any wastewater from the wash-down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all such materials have been previously removed;
13. Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emission filter, or the blow-down from a boiler;
14. Any ready-mixed concrete, mortar, ceramic, or asphalt base material or discharge resulting from the cleaning of vehicles or equipment containing or used in transporting or applying such material;
15. Any runoff, wash-down water or waste from any animal pen, kennel, fowl or livestock containment area or any pet wastes generally;

16. Any filter backwash from a swimming pool or fountain, except that nothing in this ordinance shall be construed as to require the alteration of the filter discharge plumbing of an existing swimming pool, fountain or spa if such plumbing was compliant with applicable state, federal, and local regulations at the time of construction;
  17. Any swimming pool, fountain or spa water containing a harmful level of chlorine (greater than 0 parts per million), muriatic acid or other chemical used in the treatment or disinfection of the water or during cleaning of the facility;
  18. Any discharge from water line disinfection by super chlorination if it contains a harmful level of chlorine (greater than 0 parts per million) at the point of entry into the MS4 or surface waters;
  19. Any contaminated runoff from a vehicle wrecking or storage yard;
  20. Any substance or material that will damage, block, or clog the MS4;
  21. Any release from a petroleum storage tank (PST), or any leachate or runoff from soil contaminated by leaking PST; or any discharge of pumped, confined, or treated wastewater from the remediation of any such PST release, unless the discharge has received an NPDES permit from the state;
  22. Any other discharge that causes or contributes to causing the City to violate a state water quality standard, the City's NPDES stormwater permit, or any state-issued discharge permit for discharges from its MS4.
- B. No person shall introduce or cause to be introduced into the MS4 any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities in excess of what could be retained on site or captured by employing sediment and erosion control measures.
- C. No person shall connect a line conveying sanitary sewage, domestic or industrial, to the MS4. No property owner shall allow such a connection to continue in use on their property.
- D. No person shall use pesticides, herbicides and fertilizers except in accordance with manufacturer recommendations. Pesticides, herbicides and fertilizers shall be stored transported and disposed of in a manner to prevent release to the MS4.
- E. No person shall tamper with, destroy, vandalize, or render inoperable any BMPs which have been installed for the purpose of eliminating or minimizing pollutant discharges, nor shall any person fail to install or fail to properly maintain any BMPs which have been required by the City or by other local, state, or federal jurisdictions.

### 8.070 Inspection and Detection Program

The Director is authorized to develop and implement a plan to actively detect and eliminate prohibited discharges and connections to the MS4 or surface waters within the City. Such plan

may include, but is not limited to, periodic and random inspections of facilities and businesses, particularly those most associated with potentially prohibited discharges; visual surveys of exterior practices; inspection, sampling and analyses of discharges from outfalls of the MS4, particularly during dry weather periods; manhole and pipe inspections to trace discharges through the system to point of origin; education on pollution prevention; and receipt of complaints and information from the public regarding known or suspected discharges.

**8.080 Release Reporting and Cleanup.**

- A. Any person responsible for the release of any prohibited material that may flow, leach, enter, or otherwise be introduced into the MS4 or surface waters shall take all necessary steps to ensure the containment and cleanup of such release.
- B. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services.
- C. In the event of a release of non-hazardous materials, said person shall notify the Director in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director within three business days of the phone notice.

**8.090 Enforcement; Designation of Officer; Abatement; Right of Entry; Penalty.**

The Director or his or her appointed representative shall be designated as the public officer charged with the administration and enforcement of this Stormwater Pollution Prevention Code. The public officer shall authorize the investigation of violations of the Stormwater Pollution Prevention Code. If it is determined that a violation of this Stormwater Pollution Prevention Code exists, then the officer shall declare such condition a nuisance and is authorized to pursue abatement and enforcement procedures as specified in Chapter I Article 1 of the Code.

**8.100 Severability.**

If any section, subsection, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall no affect the validity or effectiveness of the remaining portions of this ordinance.

SECTION 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper .

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2006.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2006.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Tuesday, September 5, 2006  
7:30 p.m.**

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

**VI. CONSENT AGENDA**

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

**By Staff:**

1. Approve Regular Council Meeting Minutes – August 21, 2006
2. Claims Ordinance 2630
3. Authorize the Mayor to issue the following proclamation :  
Declare Thursday, September 28, 2006 as "Lancer Day."
4. Approve an agreement with Training @ Your Place for support of the Code Enforcement software system for a term of one year for a fee of \$1,750 with funds from the 2006 Codes Administration budget.
5. Approve the transfer of \$3,470,400 from the General Fund to the Capital Projects Fund.  
Approve transfers from the Special Highway Fund to the Capital Project Fund as the Gas Tax revenue is received, up to the amount budgeted of \$605,000.  
Approve transfers from the Special Park and Recreation Fund to the Capital Projects Fund as the Alcohol Tax revenue is received, up to the amount budgeted of \$80,000.
6. Approve the removal of Policy/Services agenda items POL2005-11, POL2005-12, POL2005-13 and POL2005-14.
7. Adopt Resolution 2006-07 to establish the National Incident Management System (NIMS) as the city standard for incident management.
8. Ratify the Mayor's appointment of John R (Jack) Shearer II to the Prairie Village Arts Council with the term expiring in April 2009.

- VII. COMMITTEE REPORTS**
- VIII. OLD BUSINESS**
- IX. NEW BUSINESS**
- X. ANNOUNCEMENTS**
- XI. ADJOURNMENT**

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

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



# **CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**Tuesday, September 5, 2006**

CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
August 21, 2006

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 21, 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, Bill Griffith, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Pat Daniels, Charles Clark, Wayne Vennard, Diana Ewy Sharp and David Belz.

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

Mayor Shaffer led all present in the Pledge of Allegiance. He noted a revision to the agenda with the addition of consideration of Windsor Park Tennis Court paving under New Business.

**PUBLIC PARTICIPATION**

No one was present to address the Council.

**CONSENT AGENDA**

David Belz moved the approval of the Consent Agenda for Monday, August 21, 2006:

1. Approve Regular Council Meeting Minutes - August 7, 2006
2. Approve the disposal of the following fixed assets:
  - Asset #1532 a 1998 portable radio that is not repairable.
  - Asset #1590 a color printer purchased in 1998 that parts are not available for; andapprove disposal by auction of the following assets and the funds placed in the appropriate City account:
  - Asset #0458 a 1988 John Deere Backhoe/Loader.
  - Asset #0468 a 1993 service truck.
  - Asset #0489 a 1985 vibratory tamper.
  - Asset #1424 a 1997 Toro Mower.
  - Asset #1589 a 1999 Howard Price Mower.
3. Approve the agreement with the Johnson County Airport Commission for using the New Century Airport for snowplow training by Public Works employees and a fee of \$50.00 per day
4. Reject the bid from Dennis Johnson Construction, Inc., for \$902,673.45 for Project 190717

5. Approve the agreement with TUSA Consulting Services LLC for a radio consultant at no cost to the City of Prairie Village. All costs are paid by Sprint/Nextel as per the FCC agreement
6. Approve the scheduling/contract with The New Theatre Restaurant for the Employee Appreciation Dinner to be held on February 9, 2007 for \$8,165.00
7. Approve the Interlocal Agreement with the City of Overland Park for maintenance and operation of shared traffic signals
8. Approve a support agreement with Training @ Your Place for support of the Municipal Court software for a term of one year at a cost of \$1,500.00 with funds from the 2006 Municipal Court Budget
9. Approve an agreement with Kelly & Diana Werts for the Prairie Park Dedication concert and waive insurance requirement as listed in 5d
10. Approve an agreement between the City of Prairie Village, Kansas and the City of Westwood, Kansas for multi-jurisdictional building inspection services.

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

## COMMITTEE REPORTS

### Insurance Committee

#### Consider Workers' Compensation Insurance Coverage

The City has been in the assigned risk pool for the past three years with coverage provided by Continental Western. Because of a significant reduction in claims during the past three years, the City's experience modification rate decreased forty points and is, for the first time in several years, below 100. The City's premium for the 2005-2006 plan year was \$200,114. The premium for the 2006-2007 year will be \$140,441.

The Committee discussed increasing the current deductible from \$5,000 to \$10,000. Bob Frankovic stated a \$10,000 deductible would result in an additional savings of 4% or approximately \$7,000.

On behalf of the Insurance Committee, Wayne Vennard moved the City Council approve Workers Compensation Coverage with Continental Western with a \$10,000 deductible for the plan year beginning October 12, 2006 and ending October 12, 2007 at an estimated cost of \$131,906 and increase the insurance reserve fund to a \$50,000 total. The motion was seconded by Charles Clark.

Bill Griffith stated, based on the increased deductible, the established reserve would only be able to handle approximately five claims and questioned if this was cause for concern. Mr. Vennard responded the City has only had one claim over \$10,000 in the past several years and the committee

did not feel the increased deductible would become a problem. Mr. Griffith questioned if it would be appropriate to increase the deductible even further to increase savings on premium costs. Mr. Vennard stated the Insurance Committee felt \$10,000 was an appropriate level at this time.

David Belz asked how the reserve fund is funded. Mr. Vennard responded it is funded from the general fund through premium savings.

The motion was voted on and passed unanimously.

### **Sister City Committee**

Michael Kelly called upon Alyce Grover to report on the 50<sup>th</sup> Annual Sister Cities International Conference attended by her and Mr. Kelly recently in Washington, D.C. Mrs. Grover shared slides taken at the conference while reviewing the events and highlights of the conference. The Sister City Organization stresses the importance of "Citizen Diplomacy" noting that each individual has the right and responsibility to shape foreign affairs. Its mission is to "Promote peace through mutual respect, understanding and compassion one individual, one community, one at a time.

She and Mr. Kelly had the opportunity to meet with Senator Dennis Moore as well as representatives from all over the world. One of the foreign leaders urged American cities not to select cities like themselves as a Sister City, but to seek a city where they can make a difference.

Mrs. Grover and Mr. Kelly presented Mayor Shaffer and the City with a framed Sister Cities International 50<sup>th</sup> Anniversary Commemorative Poster.

### **OLD BUSINESS**

#### **Sculpture Garden**

Diana Ewy Sharp reported a subcommittee made up of representatives of the Arts Council, Park & Recreation Committee and staff are reviewing the plans and looking at options.

#### **Sign Ordinance**

City Attorney Charles Wetzler advised the Council that David Quinley has filed suit against the City on its "sign regulations" stating they are discriminatory and deny his constitutional right to freedom of expression. Mr. Wetzler stated an initial hearing is scheduled for August 23<sup>rd</sup> on the request of Mr. Quinley for a temporary restraining order/injunction that would allow him to keep his

signs while the case is being considered. A later hearing will be held on the constitutionality of the City's ordinance.

Al Herrera asked what Mr. Quinley was opposing and who would make the ultimate ruling. Mr. Wetzler stated Mr. Quinley's complaints are numerous including size limitations, churches being allowed larger signs, having to take the signs down, etc. He noted Mr. Quinley was not present when the proposed ordinance came before the City Council, but was present at hearings before the Planning Commission. Mr. Wetzler stated the judge would rule on the constitutionality of the City's ordinances, noting the issues raised are not clear cut and its interpretation addresses several delicate issues.

### **Brick Pavers**

Bob Pryzby confirmed the replacement of the brick pavers was complete. Mayor Shaffer expressed appreciation for the efforts of the staff and contractor to resolve this problem so quickly and professionally.

### **NEW BUSINESS**

#### **Consider Mission Hills 2007 Public Safety Budget**

Police Chief Charles Grover reported each year the City determines a proposed public safety budget for the City of Mission Hills. The proposed 2007 budget will be \$1,114,385.00, an increase of 5.46% over the 2006 budget. The increase takes into account the approved 2007 public safety budget established by the City Council. Chief Grover noted this was the third year using the revised formula for the determination of costs and briefly reviewed the history of the formula.

Mayor Shaffer confirmed the City of Mission Hills has seen the proposed budget. Chief Grover stated the Mission Hills City Administrator had been presented with the budget for use in preparation of their budget. Once the City of Prairie Village adopts its budget, the City of Mission Hills then formally adopts the public safety budget.

David Belz moved the City Council approve the 2007 Public Safety budget for the City of Mission Hills. The motion was seconded by Andrew Wang and passed unanimously.

## Consider Windsor Park Tennis Court Paving

Diana Ewy Sharp reported at the August meeting of the Park & Recreation Committee, the committee learned the cracks in the Windsor Park Tennis Courts were more severe and extensive than earlier anticipated and the proposed filling of the cracks was not a viable solution. It was the recommendation of public works staff that the best solution would be to resurface the courts at this time. It is proposed to have the work done by Mega Industries as a change order to the Meadowlake Tennis Court Project. They would be able to do the work immediately allowing for the courts to be usable in approximately one month.

On behalf of the Park & Recreation Committee, Diana Ewy Sharp moved the approval of Construction Change Order #1 in the amount of \$26,325 to Mega Industries to resurface the Windsor Park Tennis Courts and the transfer of \$37,000 from the Capital Infrastructure Program Park Unallocated to Project 190637. The motion was seconded by Ruth Hopkins and passed unanimously.

## ANNOUNCEMENTS

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

Community Center Committee	08/28/2006	7:00 p.m.
Environmental Recycle Committee	08/30/2006	7:00 p.m.
Board of Zoning Appeals	09/05/2006	6:30 p.m.
Planning Commission	09/05/2006	7:00 p.m.
Council Committee of the Whole (Tuesday)	09/05/2006	6:00 p.m.
Council (Tuesday)	09/05/2006	7:30 p.m.

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Mayor Shaffer noted recent appointment of Ken Vaughn to the State Board of Technical Professions by Governor Sebelius. Mr. Vaughn, a former Chairman of the Board, has served on the Board for several years.

Mayor Shaffer noted several upcoming events including the retirement celebration for Glenda Herring with the Municipal Court to be held on Friday, August 25<sup>th</sup> from 2:30 to 4:30; the upcoming Lancer Day Parade on September 28<sup>th</sup> and the Employee Appreciation Event on Friday, February 9, 2007 at the New Theatre Restaurant.

The Prairie Village Arts Council is pleased to feature a pastels exhibit by Mike Walsh, John Roush and Doug Bennett in the R.G. Endres Gallery during the month of August.

The City offices will be closed September 4<sup>th</sup> in observance of Labor Day. Deffenbaugh also observes this holiday so trash pick-up will be delayed one day all week.

The swimming pool will close for the season on Labor Day, September 4<sup>th</sup> at 6 p.m.

Dedication of Prairie Park September 4, 2006 from 1 p.m. to 3 p.m.

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

## ADJOURNMENT

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

8:15 p.m.

Joyce Hagen Mundy  
City Clerk

# CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No.   1  

September 5, 2006

**Copy of Ordinance**  
2630

Ordinance Page No.       

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
84299-84302	8/7/2006	7,668.25	
84303-84406	8/11/2006	167,641.77	
84407-84412	8/17/2006	2,834.56	
84413-84540	8/25/2006	793,254.17	
Payroll Expenditures			
8/4/2006		239,923.96	
8/18/2006		241,382.11	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		337.60	
State of Kansas - sales tax remittance		1,362.60	
Marshall & Ilsley - Police Pension remittance		6,270.44	
Intrust Bank - fee		408.53	
KCP&L		15,844.63	
Kansas Gas Service		1,028.86	
MHM - Section 125 admin fees		348.30	
Intrust Bank - purchasing card transactions		10,805.23	
United Health Care - Health Insurance		60,364.53	
<b>TOTAL EXPENDITURES:</b>			<b>\$ 1,549,475.54</b>
Voided Checks			
Kirk Welding	#83997	(235.00)	
Metrogroup Corp.	#83237	(288.05)	
Bangs & Assc.	#84191	(340.00)	
Chauncey Depew	#84201	(1,800.00)	
Communication Assc.	#84448	(37.75)	
<b>TOTAL VOIDED CHECKS:</b>			<b>(2,700.80)</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>1,546,774.74</b>

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

Passed this 5th day of September 2006.

Signed or Approved this 5th day of September 2006.

(SEAL)

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

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

\_\_\_\_\_  
Mayor



# CITY OF PRAIRIE VILLAGE

**WHEREAS**, a closer relationship between the citizens and associates of our excellent educational facility, Shawnee Mission East, is desired, we, hereby decree: That the City of Prairie Village, Kansas will be changed to Lancer Village, Kansas for the duration of one day – said day to be designated as LANCER DAY; and

**WHEREAS**, to properly note the occasion, blue, black and white will become the official colors and Lancer Village will be decorated with such colors; further those loyal to the cause will wear the previously designated colors to so note their allegiance; and

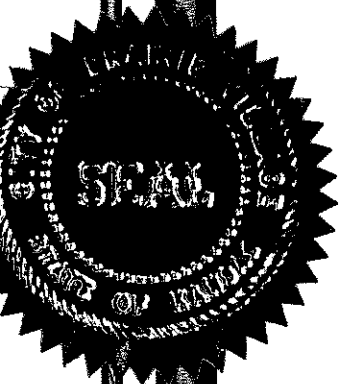
**WHEREAS**, such a momentous occasion should be duly celebrated, a parade beginning at 2:00 p.m. on the appointed day will proceed from LANCER HIGH SCHOOL (Shawnee Mission East) by way of LANCER AVENUE (Mission Road) to the parking area in front of the clock tower in LANCER VILLAGE (Prairie Village Shopping Center), where those assembled will be treated to a pep rally and addresses by dignitaries of the City and school; and

**WHEREAS**, Tyler Enders, President of the Student Congress, will with this proclamation take over the duties of Honorary Mayor of Lancer Village.

**NOW, THEREFORE**, I, Ronald L. Shaffer, Mayor of the City of Prairie Village, do hereby proclaim Thursday, September 28, 2006 to be

## LANCER DAY

**IN WITNESS THEREOF**, I hereunto set my hand and cause the Seal of the City of Prairie Village, Kansas to be affixed this 5th day of September 2006.



A handwritten signature in black ink, appearing to read "Ronald L. Shaffer", written over a horizontal line.

Mayor Ronald L. Shaffer

A handwritten signature in black ink, appearing to read "Joyce Fagan Mundy", written over a horizontal line.

City Clerk

Date

9/5/06


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CITY OF PRAIRIE VILLAGE

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DOUG LUTHER   
**SUBJECT:** CODE ENFORCEMENT SOFTWARE AGREEMENT  
**DATE:** 8/28/2006  
**CC:**

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The City contracts annually with Training @ Your Place for support and maintenance of the code enforcement software system. The current support agreement is about to expire and needs to be renewed.

City Staff and Training @ Your Place have agreed to renew the agreement for one additional year under the same terms and conditions as the current agreement. Funds are available in the 2006 Codes Administration budget.

**RECOMMENDATION**

**RECOMMEND THE CITY COUNCIL APPROVE AN AGREEMENT WITH TRAINING @ YOUR PLACE FOR SUPPORT OF THE CODE ENFORCEMENT SOFTWARE SYSTEM FOR A TERM OF ONE YEAR FOR A FEE OF \$1,750 WITH FUNDS FROM THE 2006 CODES ADMINISTRATION BUDGET**

This item has been placed on the 5 September, 2006 Consent Agenda for your consideration.

## SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT is made between Training@YourPlace, LLC (TAYP), a Kansas limited liability company, having principal offices at Overland Park, Kansas; and the City of Prairie Village, Kansas (the Client).

The parties agree to the following:

1. Support Services. TAYP agrees to provide telephone support, email support, and programming services for the Code Enforcement application currently being supported for the Client by TAYP.
2. Term of Agreement. This Agreement will commence upon its effective date hereof and continue for one-year. This agreement may be renewed annually upon authorization by both parties.
3. Support Services. By virtue of payment of the Support Fee, the Client will be entitled to receive telephone support, e-mail support, and Programming Services during the term of the Agreement.
  - a. Telephone and e-mail support -- Such support shall be provided, Monday through Friday (federal holidays excepted) from 9:00 a.m. to 4:30 p.m., C.S.T. or C.D.T., whichever is applicable at the offices of TAYP. In the event TAYP is unable to personally receive a call from the Client, TAYP will return the Client's call before the close of the next business day. The time required to provide telephone and e-mail support will be deducted from the Total Support Hours within the support agreement.
  - b. Programming Services. Any additional features or functionality changes desired by the Client may be performed under the terms of this agreement. The time for development and installation for the change or addition resulting from the performance of Programming Services will be deducted from the Total Support Hours within the support agreement.
  - c. Total Support Hours -- Support Services provided during the term of this agreement shall be limited to a combined total of 25 hours of either telephone support, e-mail support, or programming services.
4. Support Fee. In consideration for the support described herein, the Client agrees to pay Training@YourPlace, LLC the sum of \$1750.00.
5. Quarterly Statements: On a quarterly basis, TAYP will provide the Client with a statement providing an accounting of hours charged against the Total Support Hours and the remaining Support Hours available under this Agreement.
6. Additional Support -- Upon the expiration of Total Support Hours, the Client shall, upon request, receive additional telephone, e-mail, or Programming Support Services from TAYP at an hourly rate of \$75/hour, to be billed in ¼ hour increments for the remainder of the term of this agreement.
7. Miscellaneous.

- a. Assignment. The Client may not assign this Agreement, in whole or part, without the prior written consent of TAYP..
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without reference to conflicts of law principles.
- c. Amendment. This Agreement may not be altered, amended or modified without the express written consent of both parties.
- d. Entire Agreement. Subject to the possible execution of additional agreements, this Agreement shall constitute the entire agreement between the parties hereto and shall supercede any previous understandings and agreements.
- e. Scope. This agreement applies to telephone, email support and programming services as outlined within the agreement. This does not replace or modify any agreements regarding development, maintenance, modifications or other application development provided by TAYP.
- f. Termination – Either party may, terminate this Agreement upon 60 days written notice. Said notice shall be delivered by certified mail, return receipt requested.

\_\_\_\_\_  
 City of Prairie Village

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Training@YourPlace, LLC

\_\_\_\_\_  
 Date

**CONSIDER FOR CONSENT AGENDA  
TRANSFER FROM GENERAL FUND TO CAPITAL PROJECTS FUND**

**BACKGROUND**

The 2006 Budget contains a transfer from the General Fund to the Capital Projects Fund. The transfer is done each year to fund capital projects. The transfer amount includes amounts allocated from contingency at the May 15, 2006 and the August 7, 2006 Council meetings. The total to be transferred is \$3,470,400. There are sufficient funds in the General Fund to make the transfer.

The 2006 Budget includes a transfer from the Special Highway Fund to the Capital Projects Fund. The total amount budgeted is \$605,000. Transfers are made as the Gas Tax revenue is received.

The 2006 Budget provides for a transfer from the Special Park and Recreation Fund to the Capital Projects Fund. The total amount budgeted is \$80,000. Transfers are made as the Alcohol Tax revenue is received.

**RECOMMENDATION**

Approve the transfer of \$3,470,400 from the General Fund to the Capital Projects Fund.

Approve transfers from the Special Highway Fund to the Capital Project Fund as the Gas Tax revenue is received up to the amount budgeted of \$605,000.

Approve transfers from the Special Park and Recreation Fund to the Capital Projects Fund as the Alcohol Tax revenue is received, up to the amount budgeted of \$80,000.

## **CONSIDER REMOVAL OF POLICY/SERVICES AGENDA ITEMS**

### **Background:**

The following agenda items are complete and can be considered for removal from the Policy/Services Agenda.

POL2005-11 Consider Project 190715: 2005 Storm Drainage Repair Program (assigned 6/2/2005)

POL2005-12 Consider Project 190854: 2005 Pavement Repair Program (assigned 6/2/2005)

POL2005-13 Consider Project 191012: 2005 Concrete Repair Program (assigned 6/2/2005)

POL2005-14 Consider Project 190852: 2005 Crack/Slurry Seal Program (assigned 6/2/2005)

### **Financial Impact:**

There is not financial impact.

### **Recommendation:**

Public Works staff recommends the City Council approve the removal of Policy/Services agenda items POL2005-11, POL2005-12, POL2005-13 and POL2005-14.

**CONSIDER NIMS RESOLUTION 2006-07**

In order to provide a consistent nationwide approach enabling units of government to work together more effectively and efficiently as they work to prevent, prepare for, respond to and recover from domestic incidents, every Federal, State, local and tribal governmental entity is required to adopt a Resolution establishing the National Incident Management System (NIMS) as their Standard for incident management.

The attached **Resolution** was developed as the document to be adopted by all governmental units and serves as this City's formal acknowledgment of Council intent to follow this program along with other requirements of the Homeland Security Directive (HSPD)-5.

This agenda item will be included on the City Council Consent Agenda for approval.

**ADOPT RESOLUTION 2006-07 TO ESTABLISH THE NATIONAL  
INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE CITY  
STANDARD FOR INCIDENT MANAGEMENT.**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

Resolution No. 2006-07

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the collective input and guidance from all Federal, State, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all Federal, State, local and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the City's ability to utilize state and federal funding to enhance agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the City, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System;

NOW, THEREFORE, BE IT RESOLVED, that I, Ronald L. Shaffer, Mayor and the Governing Body of the City of Prairie Village hereby establish the National Incident Management System (NIMS) as the City standard for incident management.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2006.

---

Ronald L. Shaffer, Mayor

ATTEST:

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Joyce Hagen Mundy  
City Clerk



**Issue: Consider an appointment to the Prairie Village Arts Council**

**Background:**

Mayor Shaffer is pleased to place before you the appointment of John R (Jack) Shearer II to the Prairie Village Arts Council with the term expiring in April, 2009. Jack's application is attached.

**Recommendation:**

**Ratify the Mayor's appointment of John R (Jack) Shearer II to the Prairie Village Arts Council with the term expiring in April, 2009.**

**CONSENT AGENDA**



**City of Prairie Village  
APPLICATION TO VOLUNTEER**

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com).

Name John R (Jack) Shearer II Spouse's Name Gloria  
Address 8001 Rosewood Drive Zip 66208 Ward 4  
Telephone: Home 913-648-6172 Work 913-901-9400 Fax 913-901-9401  
E-mail jrsii@sbcglobal.net Other Number(s): (C) 913-208-2299  
Business Affiliation The Shearer Group, Inc.  
Business Address \_\_\_\_\_  
What Committee(s) interests you? Arts Council

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

I have been a resident of either Fairway or Prairie Village all my life. We have lived at our present address since 1974. All three of our girls attended public schools here finishing at SM East (as I did in 1964). Recently, I served on the Cornith Hills Homes Association for two terms as treasurer. Our company manages real estate. We own office buildings in Overland Park and we are developing residential lots near the intersection of J435 and US 169 in the Northland. Prior to being in real estate, I was in banking throughout Kansas City for 30 years. I am a member of Indian Hills Country Club and the Overland Park South Rotary.

Thank you for your interest in serving our community.

MAYOR'S ANNOUNCEMENTS

Tuesday, September 5, 2006

Committee meetings scheduled for the next two weeks include:

Village Vision Steering Committee	9/06/2006	6:00 p.m.
Tree Board (at Public Works)	9/06/2006	6:00 p.m.
Sister City	9/11/2006	7:00 p.m.
Park & Recreation Committee	9/13/2006	7:00 p.m.
Council Committee of the Whole	9/18/2006	6:00 p.m.
City Council	9/18/2006	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature a photography exhibit by Dale Cole in the R.G. Endres Gallery during the month of September. The opening reception will be held on September 8<sup>th</sup> at 6:30 p.m.

Ribbon cutting for new Prairie Village Business "Social Suppers" at 8219 Corinth Mall. Welcome the new owners at 4:00 p.m. on September 14<sup>th</sup>.

The Kansas League of Municipalities 2006 Annual Conference will be held in Topeka from October 7-10. Conference events will be held at the Capitol Plaza Hotel and the Kansas Expocentre. Please forward your registration information to Jeanne by September 18<sup>th</sup>.

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

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

**INFORMATIONAL ITEMS**  
**September 5, 2006**

1. City Administrator's Report – August 31, 2006
2. 2007 Budget Certificate
3. Board of Zoning Appeals Agenda – September 5, 2006
4. Planning Commission Agenda – September 5, 2006
5. Kansas League of Municipalities 2006 Annual Conference Brochure
6. Prairie Village Environmental/Recycle Committee Minutes – May 17, 2006
7. Prairie Village Environmental/Recycle Committee Minutes – July 26, 2006
8. VillageFest 2006 Committee Minutes – Event Wrap-Up - July 27, 2006
9. Letter from Northeast Johnson County Chamber of Commerce
10. Sister Cities International Certificate of Membership – 2006
11. Thank you note from Kay Wolf
12. Mark Your Calendar
13. Council Committee Agenda
14. Prairie Village Employee Noteworthy

**CITY ADMINISTRATOR'S REPORT**  
**August 31, 2006**

This report, in addition to providing information about changes in the City, focuses on some of the reasons City revenues cannot keep up with the growth of City expenditures

**Telecommunications**

For the past several years telecommunications companies have significantly increased lobbying efforts at the state and federal levels, and their efforts have been successful. The companies were successful in lobbying for legislation that removed franchise fees from internet provided over cable lines some time ago, this single change decreased Prairie Village revenue by at least \$50,000 annually.

During the 2006 state legislative session cable providers asked for legislation to authorize a statewide franchise for providing video services. Lobbyists representing the League of Kansas Municipalities focused their efforts on maintaining the ability for cities to manage their rights-of-way and maintaining franchise fee revenue for cities. The League was successful. The new legislation will require video service providers who get a statewide franchise to comply with local right-of-way management ordinances and companies will be required to pay a gross receipts fee of up to 5% directly to cities. They will also have to execute a local contract with cities regarding right-of-way management. This will leave Prairie Village right-of-way control and revenue as they are now.

At the federal level legislation is being considered that will strip state and local governments of tax authority over broadband and wireless telecommunication services.

Lobbyists will continue to explore ways to reduce franchise fees at the local level, making it important to continue support of the State and National League organizations that lobby on behalf of city governments. It is also important to recognize that franchise fee revenue of every type is under attack and there is a need to develop plans for replacing that revenue if necessary. Franchise fee revenue in Prairie Village currently averages \$1.7 million annually - 9% of this City's total revenue.

**Time Warner** recently notified the City about their plan to acquire Comcast's interest in KCCP Trust, an entity owned equally by affiliates of TWC and Comcast Corporation. We were assured local management and staff will remain the same. Since the franchise agreement with the City is in the name of KCCP Trust, no action is needed on the part of the City. There has been no mention of fee or service changes.

**ACSI/Xspedius Communications**

In 1997 the City entered into a franchise agreement with American Communications Services, Inc (ACSI). allowing them to install fiber optic cable along 75th and 95th Streets in City right-of-way. The company thought they would provide service to Prairie

Village in the future but at that time they only wanted to use right-of-way. The City Attorney developed a temporary right-of-way agreement, similar to a franchise agreement, which required the company to pay the City an annual fee of \$3 per linear foot for use of City property. Total rental for the year was supposed to be \$60,000. The City received that revenue one time. The next year ACSI was purchased by e-spire Communications, the new owner protested the fee generally but specifically stated the originally planned cable installation was reduced so they should only be required to pay \$45,000 annually. Letters between lawyers went back and forth for months but no money was paid. When the contract came up for renewal in 2001, the company paid the prior years' fees and continued to protest. In 2002 e-spire filed Chapter 11 bankruptcy, assets were sold to Xspedius. Literally dozens of letters and thousands of dollars of legal fees later, because of state and federal legislation, the City had to agree to a franchise with the same requirements as the Southwestern Bell franchise, 5% of local revenue. The City has received quarterly payments of approximately \$300 for franchise fees from Xspedius since August, 2004. In August 2006 the City was notified that Xspedius was purchased by Time Warner Telecom, Inc (TWTC). Since this change is currently at the parent level, no action is required by the City or TWTC at this time. Franchise fees from this source for the past nine years have not kept pace with the cost of legal fees required for these transactions. There has been no mention of fee or service changes.

### **Public Works**

During the Budget work sessions, I told you the annual budget is a constantly changing document. Fuel prices which were increasing as the budget was being developed, continue to increase. Both Chief Grover and Bob Pryzby are now concerned that their budgets for fuel in 2006 and 2007 are inadequate.

Escalating fuel costs have also increased the cost of petroleum-based products like asphalt. The rebuilding of the Gulf Coast spurred by Hurricane Katrina created a greater demand for construction in that region, making products and crews more scarce nationwide. Last year a ton of asphalt cost \$37.50, this year it spiked to \$50.23. Bob provided the attached chart which graphically illustrates that \$50,000 in taxpayer dollars paved 1.28 miles of roadway in 1998 but that same amount of money will pave only .59 miles in 2006.

The Kansas Corporation Commission has scheduled a Public Hearing concerning a request for rate increase by KCP&L. The company proposal includes modifications to residential, commercial and industrial customer classes. The average increase being proposed will be 10.5 percent, some subclass rates could increase as much as 20%. A total increase averaging 4% was budgeted for utilities in the City's 2007 Budget.

### **Public Safety (not revenue or expense related)**

A major focus in the department the past year has been preparation for the CALEA on-site assessment which will begin September 9th and end September 13th. The last time this assessment was made, the department lost its certification, temporarily. Police Department staff have been working diligently the past year in preparation for this re-assessment.

## Miles of asphalt paved with \$50,000 in taxpayer dollars

1998



1.28 miles

2002



1.01 mile

2006



.59 mile

*THIS IS WHAT  
NV IS DOING!*

This comparison is based on one mile of roadway 24 feet wide with a two-inch overlay of APWA type three asphalt surface. This totals approximately 1,548 tons of material. The number of miles that could be paved with \$50,000 slowly and steadily declined until 2004. Since then, the number has been dramatically decreasing.

## **2007 BUDGET CERTIFICATE**

A copy of the Budget Certificate you signed on August 7, 2006 is attached – the one marked VOID. As you can see, the amount of Ad Valorem Tax assessed for Debt Service was inserted on the line for Capital Projects, a Fund for which a tax cannot be assessed. All amounts are correct, this one was just entered on the wrong line..

The County Clerk cannot certify this budget to the State until that typographical error is corrected on the Certificate and acknowledged by City Officials as the true and correct 2007 Budget they approved.

Since none of the numbers changed and Council intent was to assess the Ad Valorem for Debt Service, you will not be required to change the motion.

A copy of the corrected Budget Certificate is also attached. You will be asked to sign the original of this Certificate during the meeting September 5, 2006.



**CERTIFICATE**

To the Clerk of Johnson County, State of Kansas

We, the undersigned, officers of  
City of Prairie Village

certify that: (1) the hearing mentioned in the attached publication was held; (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure and (3) the amount(s) of 2006 Ad Valorem Tax for the various funds for the budget year 2007.

		2007 Adopted Budget			
		Page No.	Expenditures	Amount of 2006 Ad Valorem Tax	County Clerk's Use Only
<b>Table of Contents:</b>					
Computation to Determine Limit for 2007		2			
Allocation of MVT, RVT & 16/20M Veh		3			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Conditional Lease, etc.		5			
<b>Fund</b>	<b>K.S.A.</b>				
General	12-101a	6	19,332,538	3,994,871	
Solid Waste Management	ORD 1724	7	1,260,489		
Special Highway	19-4501	8	644,000		
Special Parks	79-41a01	8	100,000		
Special Alcohol	79-41a01	8	99,611		
Debt Service	12-1775	10	554,862		
Capital Projects	12-1,117	11	5,619,500	464,893	
			<b>VOID</b>		
<b>Totals</b>			27,611,000	4,459,764	
Publication			27,611,000	4,459,764	
Final Assessed Valuation					

List any resolution or ordinance setting a fund levy limit:

State Use Only
Received _____
Reviewed by _____
Follow-up: Yes No

Attest: August 7, 2006

*[Signature]*  
City Clerk

*[Signatures of Governing Body Members]*  
Governing Body

**CERTIFICATE**

To the Clerk of Johnson County, State of Kansas  
We, the undersigned, officers of  
City of Prairie Village

certify that: (1) the hearing mentioned in the attached publication was held; (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure and (3) the amount(s) of 2006 Ad Valorem Tax for the various funds for the budget year 2007.

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Publication			27,611,000	4,459,764	
Final Assessed Valuation					

List any resolution or ordinance setting a fund levy limit:

State Use Only Received _____ Reviewed by _____ Follow-up: Yes ___ No ___
--

Attest: \_\_\_\_\_, 2006

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Governing Body

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS**

**AGENDA**

**TUESDAY, SEPTEMBER 5, 2006**

**6:30 P.M.**

**\*\*MULTI-PURPOSE ROOM\*\***

**I. ROLL CALL**

**II. APPROVAL OF MINUTES - May 2, 2006**

**III. ACTION ITEM**

**BZA2006-02 Request for a Variance from P.V.M.C. 19.06.035  
Rear Yard Setback reduction from 25 feet  
2412 West 71<sup>st</sup> Street  
Zoning: R-1a  
Applicant: Terry Chapman**

**IV. NEW BUSINESS**

**ELECTION OF OFFICERS**

**V. OLD BUSINESS**

**VI. ADJOURNMENT**

**\*\*Council members may be present at this meeting\*\***

If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, SEPTEMBER 5th  
MULTI-PURPOSE ROOM  
7:00 P. M.

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - August 1, 2006
- III. PUBLIC HEARINGS
  - PC2006-07 Request to amend the permitted use from "magazine publishing business" to "professional Offices" for the property Zoned C-3 Special Use Business District located at 5301 W. 75<sup>th</sup> Street  
Applicant: Lori R. Sharp
  - PC2005-05 Tabled Request for Special Use Permit for Wireless Communication Antenna  
69<sup>th</sup> Terrace & Roe (McCrum)  
Applicant: Curtis Holland for Cingular Wireless
- IV. NON-PUBLIC HEARINGS
  - PC2006-109 Site Plan Approval for a fence  
4010 Homestead Drive  
Applicant: David Smalley
  - PC2006-110 Site Plan Approval for a fence  
2903 West 71<sup>st</sup> Terrace  
Applicant: Linda Powers
- V. OTHER BUSINESS
  - Discussion of Utility Box Regulations
- VI. ADJOURNMENT

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

\*Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.

# Registration Brochure

Online  
registration  
available at  
[www.lkm.org](http://www.lkm.org)



## League of Kansas Municipalities 98<sup>th</sup> Annual Conference

Capitol Plaza Hotel & Kansas Expocentre  
Topeka, Kansas

**Register Today!**



On behalf of the citizens of Topeka, I want to invite you to the 98<sup>th</sup> Annual Conference of the League of Kansas Municipalities and to your capital city.

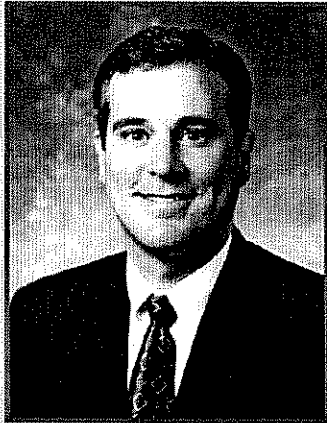
We are proud to host this important conference, "Leadership in a Changing World." The topics to be discussed and the presentations that we will be privileged to hear should benefit us all as we each strive to make our cities a better place in which to live, work, and raise a family.

Topeka is the seat of our state government and a visit to the Capitol Building will allow you to see how it is being remodeled and restored. The Topeka Performing Arts Center, located downtown, regularly hosts exciting performances in music, comedy, and dance. Take a drive through the magnificent campus of Washburn University, visit the Topeka Zoo, the State Historical Museum, the renovated Great Overland Station, or take a few hours to play golf at the Lake Shawnee Golf Course—you'll absolutely love it! And if it's shopping you want, be sure to stop by West Ridge Mall, where stores, restaurants, and theatres await you.

We hope you have a grand stay and will come back to your state capital soon!

Sincerely,

William W. Bunten  
Mayor, City of Topeka



On behalf of the Governing Body and the League staff, I am pleased to invite you to attend the 98<sup>th</sup> Annual Conference of the League of Kansas Municipalities. The theme of this year's conference, "Leadership in a Changing World," will focus primarily on shifting trends in economics, demographics, and technologies, and how these trends will affect the types and quality of public services offered. We hope you find the exchange of ideas and information through the numerous workshops, roundtable discussions, and general sessions, to be an unsurpassed opportunity to develop the resources needed to meet the increasing challenges of today and the future.

As local government officials, the citizens of our communities entrust us to make informed decisions to protect their quality of life. The Annual Conference provides an excellent opportunity for you to network with other local government officials, share best practices, and take away new ideas to implement in your own communities.

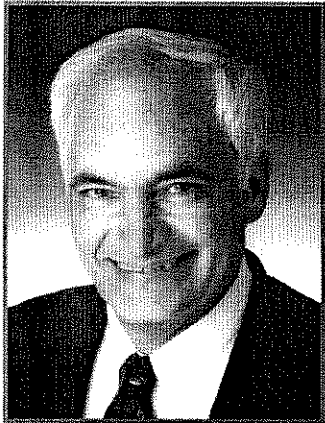
As the outgoing President of the League, I am proud of the efforts and dedication that have gone into making this year's conference a success. The entire League Governing Body joins me in expressing our sincere hope that you will find this year's conference both educational and enjoyable.

Sincerely,

Michael Boehm  
Mayor, City of Lenexa

Welcome!

## Dr. Lowell Catlett, Sunday General Session



Dr. Lowell Catlett is a Regent's Professor at New Mexico State University and is a recipient of the University's highest award to a professor, the Westhafer Award. He is a consultant to the U.S. Departments of Agriculture, Defense, and Labor. He has also been a consultant to many Fortune 500 companies.

Dr. Catlett received his doctorate in Economics from Iowa State University, and has twice received the Don C. Roush Award for Excellence in Teaching. He is also a recipient of the prestigious Burlington Foundation Faculty Achievement Award for Outstanding University Teaching. In 1994, he was one of two Western Regional recipients of the National Association of State Universities and Land Grant Colleges Excellence in College and University Teaching in the Food and Agricultural Sciences Award. Dr. Catlett recently received the College of Agriculture and Home Economics Advisor of the Year as well as Teacher of the Year at New Mexico State University.

Dr. Catlett is an exciting futurist whose knowledge of technologies and their implications on the way we will live and work will be addressed in his thought-provoking and highly-entertaining presentation. Dr. Catlett will address how economics, demographics, and technology are all converging such that the next 10 years will be unlike any in human history. Five trends are changing society and providing more opportunities than ever before. For those willing to rise to the challenge of the five trends, the rewards will be boundless.

## Juana "Janie" Perkins, Monday Celebrate Diversity Breakfast

Juana "Janie" Perkins is currently the Supplemental Programs Coordinator for Garden City Public Schools and is a commissioner for the City of Garden City, Kansas. She is beginning her 6<sup>th</sup> year as Coordinator and is in her second term as an elected city commissioner. Janie was recently appointed by Governor Kathleen Sebelius to serve on the Kansas Board of Regents. Prior to this, she taught 4<sup>th</sup> grade and Elementary Art/Reading. Janie holds a certificate in elementary education K-9<sup>th</sup> grade, English as a Second Language Endorsement K-12<sup>th</sup> grade, and a Master of Science in Education degree.

Janie serves and stays involved with many local and state organizations. She has dedicated much of her time to show others how they can overcome any obstacle, accomplish any goal, and fulfill their dreams, too. She knows it takes a lot of hard work, dedication, and perseverance, but the outcome is most rewarding!

Janie and her family moved to Garden City in the early 70s from Mexico. Because of her limited academic education, non-English speaking background, and unfamiliarity with her new surroundings, Janie had many challenges to overcome. Janie gives much gratitude and credit to her family, teachers, and community members for her positive successes in life.



## Dr. Steve Hawley, Tuesday General Session



Dr. Hawley is the Director of Astromaterials Research and Exploration Science Directorate at the Lyndon B. Johnson Space Center in Houston, Texas. He is responsible for directing a scientific organization conducting research in planetary and space science. The primary functions of the organization include astromaterials acquisition and curation, astromaterials research, and human exploration science. A veteran of five space flights, Dr. Hawley has logged 32 days in space. He served as a mission specialist on STS-41D *Discovery* in 1984, STS-61C *Columbia* in 1986, STS-31 *Discovery* in 1990, STS-82 *Discovery* in 1997, and STS-93 *Columbia* in 1999.

Dr. Hawley was born in Ottawa, Kansas but considers Salina to be his hometown. Following his graduation from Salina (Central) High School in 1969, Hawley attended the University of Kansas where he graduated with highest distinction in 1973 with bachelor of art degrees in physics and astronomy. He received a doctor of philosophy in

astronomy and astrophysics from the University of California in 1977. Prior to his selection as a National Aeronautics and Space Administration (NASA) astronaut in 1978, Hawley was a post-doctoral research associate at Cerro Tololo Inter-American Observatory in La Serena, Chile.

Prior to STS-1, he served as a simulator pilot for software checkout at the Shuttle Avionics Integration Laboratory. For STS-2, STS-3, and STS-4, he was a member of the astronaut support crew at Kennedy Space Center, Florida, for Orbiter test and checkout, and also served as prime close-out crewman for STS-3 and STS-4. Dr. Hawley has served in a number of positions throughout his career at NASA, including Technical Assistant to the Director of Flight Crew Operations, Deputy Chief of the Astronaut Office, Associate Director of NASA's Ames Research Center in California, Deputy Director of Flight Crew Operations, and Director of Flight Crew Operations.

## Saturday, October 7, 2006

- 9:00 a.m. — 2:00 p.m. Annual Golf Classic (See page 6 for details)
- 11:00 a.m. — 1:30 p.m. Legislative Policy Committee Meeting (See page 6 for details)
- 2:00 p.m. — 5:00 p.m. Municipal Leadership Academy (See page 8 for details)
- 5:30 p.m. — 7:00 p.m. Registration
- 5:30 p.m. — 7:00 p.m. Welcome Reception (See page 6 for details)

## Sunday, October 8, 2006

- 9:30 a.m. — 11:30 a.m. Kansas Association of City/County Management Board Meeting
- 10:00 a.m. — 5:30 p.m. Registration
- 10:00 a.m. — 5:30 p.m. Trade Show Open
- 10:30 a.m. — 11:30 a.m. League Governing Body Nominating Committee Meeting
- 11:30 a.m. — 12:15 p.m. Opening Luncheon
- 12:30 p.m. — 2:00 p.m. General Session (See page 3 for details)  
*Keynote by Dr. Lowell Catlett, Regent's Professor at New Mexico State University*
- 2:00 p.m. — 2:30 p.m. Trade Show Break
- 2:30 p.m. — 4:00 p.m. Municipal Practice Roundtables (See page 8 for details)
- 4:00 p.m. — 5:00 p.m. League Governing Body Meeting
- 4:00 p.m. — 5:30 p.m. Trade Show Reception
- 5:00 p.m. — 6:00 p.m. League Governing Body Nominating Committee Meeting
- 6:30 p.m. — 8:00 p.m. Host City Social Event (See page 6 for details)

## Monday, October 9, 2006

- 7:30 a.m. — 5:00 p.m. Registration
- 7:30 a.m. — 5:00 p.m. Trade Show Open
- 8:00 a.m. — 9:30 a.m. Celebrate Diversity Breakfast (See page 3 for details)  
*Keynote by Juana "Janie" Perkins, Commissioner of Garden City*
- 8:00 a.m. — 3:30 p.m. Youth Day (See page 7 for details)
- 8:00 a.m. — 4:00 p.m. Spouse/Guest Program (See page 7 for details)
- 9:30 a.m. — 10:30 a.m. Concurrent Workshops—Session I (See pages 8 and 9 for details)
- 10:30 a.m. — 11:00 a.m. Trade Show Break
- 11:00 a.m. — 12:30 p.m. Candidate's Forum (See page 7 for details)  
*Gubernatorial candidates and Attorney General candidates (Invited)*
- 12:30 p.m. — 2:00 p.m. Awards Luncheon
- 2:00 p.m. — 2:30 p.m. Trade Show Break
- 2:30 p.m. — 3:30 p.m. Concurrent Workshops—Session II (See pages 8 and 9 for details)
- 3:30 p.m. — 5:00 p.m. Trade Show Reception
- 4:00 p.m. — 5:00 p.m. Kansas Municipal Insurance Trust Reception & Board Meeting
- 4:00 p.m. — 6:00 p.m. Kansas Human Relations Association Meeting & Reception
- 6:00 p.m. — 10:00 p.m. LKM Social Event (See page 7 for details)

## Tuesday, October 10, 2006

- 7:30 a.m. — 11:00 a.m. Registration
- 7:30 a.m. — 8:30 a.m. Municipal Association Breakfasts
- 8:30 a.m. — 9:00 a.m. Human Resource Management Association of Kansas Board Meeting
- 8:30 a.m. — 9:00 a.m. Break
- 9:00 a.m. — 10:00 a.m. Convention of Voting Delegates
- 9:00 a.m. — 4:00 p.m. Water Training (See page 7 for details)
- 9:00 a.m. — 4:00 p.m. City Attorneys Association of Kansas Meeting (See page 7 for details)
- 10:00 a.m. — 11:30 a.m. General Session (See page 3 for details)  
*Keynote by Dr. Steve Hawley, Director of Astromaterials Research and Exploration Science Directorate at the Lyndon B. Johnson Space Center in Houston, Texas*
- 11:30 a.m. Conference Adjourns



## Event Location

The 98<sup>th</sup> Annual Conference of the League of Kansas Municipalities, "Leadership in a Changing World," will be held at the Capitol Plaza Hotel and the Kansas Expocentre, located at One Expocentre Drive in Topeka. The Capitol Plaza Hotel is adjacent to the Kansas Expocentre.

## Dress Code

Casual attire is appropriate for all conference events. You may want to pack a light sweater or jacket in the event you find the meeting rooms to be too cold for your liking.

## Hotel Accommodations

Blocks of rooms have been reserved for conference attendees at a number of Topeka hotels. All room reservations must be made directly with hotels. Room reservations are made on a first-come, first-serve basis. Please refer to page 12 of this registration brochure for more details on reservation procedures and a list of official conference hotels.

## Parking & Shuttle Service

Parking is available at the Kansas Expocentre. Shuttle bus service will be provided for the Spouse/Guest Program on Monday, October 9. Transportation will also be provided for the Host City Social Event on Sunday, October 8 and the LKM Social Event on Monday, October 9. More specific information regarding shuttle service, including hours of operation, will be provided in your conference packet.

## Registration Hours

Saturday, October 7	5:30 p.m. — 7:00 p.m.
Sunday, October 8	10:00 a.m. — 5:30 p.m.
Monday, October 9	7:30 a.m. — 5:00 p.m.
Tuesday, October 10	7:30 a.m. — 11:00 a.m.

## Policies

Each individual must be registered at the appropriate conference rate. To take advantage of early discount prices, your registration form must be received at the League office by 5:00 p.m. on Friday, September 22. Completed registration forms may be mailed to League of Kansas Municipalities, Attn: Conference Registration, 300 SW 8th Avenue, Suite 100, Topeka, KS 66603-3951; or faxed to (785) 354-4186. Online registration is available at [www.lkm.org](http://www.lkm.org).

Registrations are non-transferable. Badges may not be transferred from one individual to another. This policy is in effect for all registrants, including vendors and sponsors. Should you require additional registration forms, please copy the originals on pages 10 and 11 and return all completed forms to the League office. Each individual must complete a separate registration form.

## Deadlines

Registration forms must be received at the League office by 5:00 p.m. on Friday, September 22. After this date, conference participants will be assessed a \$25 late fee. On-site registration will be available in Topeka and will result in a \$25 late fee. In addition, please make note of the cut-off dates provided for housing arrangements on page 12. Accommodations and rates are no longer guaranteed after these dates.

## Cancellation Policy

Registrations may be cancelled until 5:00 p.m. on Friday, September 22 without penalty. After this deadline, cancellations will no longer be accepted and you will be responsible for payment in full. Cancellations must be in writing. Phone cancellations will **not** be accepted.

## Special Needs

If you require any special assistance (i.e., interpreter, special menus, etc.) please complete the special considerations information on your registration form and a member of the League staff will contact you.

## What's Included in Fees?

### *Full Conference Registration*

The full conference registration fee includes all educational sessions (excluding the pre-conference Municipal Leadership Academy workshops), social events, meals, and breaks. No one will be admitted to a general session, workshop, roundtable discussion, meal function, or social event without a badge.

### *Single Day Registration*

Single day registrations will include only those functions for the day registered, including educational sessions, social events, meals, and breaks.

### *Spouse/Guest Registration*

Spouse/guest registration includes admission to all scheduled conference social events, including the Welcome Reception, Host City Social Event, and LKM Social Event, as well as Sunday's Opening Luncheon, in addition to the scheduled Spouse/Guest Program offered on Monday. Registration is required to attend these events. See page 7 for further details. City officials, vendors, and/or sponsors will not be permitted to register as a spouse/guest under any circumstance.

### *Annual Golf Classic Registration*

To register for the Annual Golf Classic, you must complete the Annual Golf Classic registration form on page 10.

## Questions?

Questions regarding conference registration should be directed to Anna DeBusk at (785) 354-9565, or via e-mail to [adebusk@lkm.org](mailto:adebusk@lkm.org).

## Annual Golf Classic (Saturday)

The League of Kansas Municipalities is pleased to offer the Annual Golf Classic to be held Saturday, October 7, at the popular Lake Shawnee Golf Course, 4141 SE East Edge Road, in Topeka. Lake Shawnee provides a spectacular background for this challenging, par 70 course with bentgrass greens and zoysia fairways. The Golf Classic is open to registered conference participants and guests only. *Pre-registration is strongly recommended!* Play will be arranged via a modified shotgun start beginning at 9:00 a.m. To learn more about the course, visit their website at [www.co.shawnee.ks.us/parksandrec/golf.shtm](http://www.co.shawnee.ks.us/parksandrec/golf.shtm). Register today!

## Legislative Policy Committee Meeting (Saturday)

We want your input in the League legislative process, and what better way to do that than to attend the Legislative Policy Committee Meeting on Saturday, October 7? The League Policy Committee will be meeting in conjunction with the Annual Conference in hopes of achieving record attendance and participation from Kansas local government officials throughout the state. Members of all four policy committees are encouraged to participate and all persons attending the conference are invited to attend. Lunch will be provided.

## Welcome Reception (Saturday)

All conference participants and guests are invited to attend the Welcome Reception from 5:30 p.m. to 7:00 p.m. in the Emerald Ballroom at the Capitol Plaza Hotel where you will savor a most remarkable menu of fine cuisine. Enjoy live musical entertainment by the EZ Pieces, mingle with colleagues, and simply relax during this enjoyable event!

## Trade Show (Sunday & Monday)

This year's annual Trade Show promises to be one of the biggest and best yet. Take your time browsing through the many informative booths, visit with vendors, and learn about the wide array of services they can offer your city. Scheduled activities have been planned for each Trade Show break and reception. Conference attendees will have the chance to win some excellent prizes by participating in these activities!



## Host City Social Event (Sunday)



The City of Topeka is *Puttin' on the Ritz* and you're cordially invited to attend! Heavy hors d'oeuvres, a sampling of petit fours, and sparkling champagne await your arrival at the newly renovated Mulvane Art Museum on Washburn University's campus. Housing a collection of nearly 3,000 objects, including paintings, prints, drawings, sculptures, photographs, and decorative arts, Mulvane Art Museum is sure to impress! Enjoy a classic ensemble of chamber music provided by the Washburn University Music Department as you browse through the unique collection of art. You'll even enjoy the chance to explore your creativity in the hands-on learning center located within the museum. Because Washburn is the only municipal university in the nation, the campus boasts a rich and unique history waiting to be shared. Interested attendees yearning to learn more about the University and its distinctive background will have the chance to explore the campus during a scheduled campus tour.

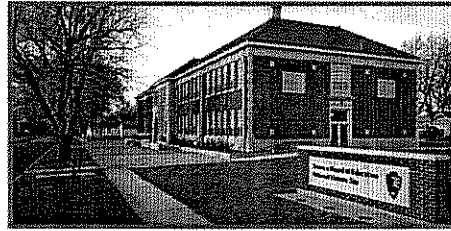
## Youth Day (Monday)

Youth (ages 14-18) will participate in a full day of conference activities which will include the Celebrate Diversity Breakfast, workshops with elected officials, exciting speakers, and leadership development opportunities. This program is open to all students with an interest in government. There is no requirement that students be currently involved in a youth council or other similar initiative. Youth participants must be accompanied by a municipal official, youth advisor, or other adult chaperone who is responsible for overseeing all aspects of each youth's participation and coordination of any hotel accommodations.

Because of a generous grant made possible by ECKAN (East Central Kansas Economic Opportunity Corporation —Ottawa, Kansas), a number of scholarships are available to cover registration costs for Youth Day. Up to two scholarships will be made available to participants from each city, with a total of 30 scholarships distributed on a geographical and first-come, first-serve basis. If interested in a scholarship, fill out the registration form on page 11 of this brochure and check the *Request Scholarship* blank.

## Spouse/Guest Program (Monday)

All registered spouses/guests of conference attendees are invited to enjoy a fun-filled and exciting day touring through the city of Topeka. Spouses/guests will begin the day by visiting two of Topeka's most historical landmarks. Interesting and educational tours have been scheduled at the *Brown v. Board of Education* National Historic Site (pictured at right) and the Great Overland Station. Spouses/guests will have the opportunity to enjoy lunch at Jul's Grill Room and to paint a personalized piece of pottery at Potwin Pottery. Spouses/guests will be returned to the Capitol Plaza Hotel in plenty of time to meet up with other attendees at the final Trade Show Reception. Please contact the League if you have any special considerations with regard to mobility, diet, etc. Spouse/guest registration includes admission to all scheduled conference social events, including the Welcome Reception, Host City Social Event, and LKM Social Event, as well as Sunday's Opening Luncheon.



## Candidate's Forum (Monday)

With the primaries completed, the races for statewide offices are shaping up to be most interesting. A lot is at stake for Kansas and the future of its cities. The League will invite primary winners from both parties in two large statewide races, the Governor's race and the Attorney General's race, to attend this year's conference and participate in a candidate's forum on Monday, October 9. Candidates will be asked their opinions on state and federal policy issues of interest to municipal governments, including Home Rule, tax limits, preemption of municipal authority, preservation of local control, and many other issues of interest.



## Super 70s Celebration (Monday)



The League of Kansas Municipalities invites all conference attendees and registered guests to join them for a highly entertaining *Super 70s Celebration*. Entertainment will be provided by the Little River Band. By remaining aloof from extreme images and trends, the Little River Band has survived as a respected and constantly demanded outfit, selling more than 25 million records. Early in 1982, Billboard bestowed upon the Little River Band the honor of being the only act, from anywhere, to have scored a top 10 American single every year from 1978 through 1982. Polished and sincere performances by the Little River Band have generated an enormously loyal

following and their songs have stood the test of time. Their shows are a spirited musical celebration with a buoyant attitude. *Take it Easy on Me*, *Man on Your Mind*, *Lonesome Loser*, and *Cool Change*, are just a few of the songs made popular by the Little River Band. You won't want to miss seeing the Little River Band live in concert because they are just as impressive now as they have ever been. **Don't forget to dress in your favorite 70s garb for this event!**

## City Attorneys Association of Kansas Meeting (Tuesday)

The Fall City Attorneys Association of Kansas continuing legal education (CLE) seminar will be held in conjunction with the Annual Conference. Six and one-half hours of CLE credit, including one ethics hour will be requested. Topics include recent cases and attorney general opinions, as well as other timely topics for city attorneys. Lunch will be provided and a reception will follow the program.

## Water Training (Tuesday)

This intensive training course will cover strategies to improve municipal utility operations and management. Topics will include how to recruit and retain utility employees, performance management, plant vulnerability assessments, and asset management principles. The training has been designed for public works directors, city managers/administrators, superintendents, utility department heads, and operators. The course is presented in cooperation with the Kansas Water Environment Association and will provide five continuing education credits for water and wastewater operators.

# Pre-Conference Workshops—Municipal Leadership Academy

Saturday, 2:00 p.m. — 5:00 p.m.

## ❖ **Constitutional Home Rule** (elective course)

Local self-determination became a reality with the passage of the Home Rule Amendment to the Kansas Constitution. How has this important power impacted local government in Kansas during the past 40 years? This session will explore the premise behind this important power and the ways in which your city can utilize Home Rule authority to craft policies that reflect the needs of your community.

## ❖ **Ethics** (core course)

This session will focus on the ethical and legal issues

surrounding public service in Kansas. Topics addressed in this course will include Identifying Conflicts of Interest; Preventing Embezzlement, Fraud, and Patronage; Creating a Code of Ethics; and Strategies to Establish an Ethical Work Environment.

## ❖ **Municipal Finance** (core course)

This session is designed to provide participants with an overview of municipal finance issues in Kansas. Topics addressed in this course will include Budgeting, Accounting, Auditing, and Reporting; Cash Management and Banking; and Financial Management Strategies.

## Municipal Practice Roundtables

Sunday, 2:30 p.m. — 4:00 p.m.

The following topics are scheduled for municipal practice roundtable discussions in three consecutive sessions.  
*First: 2:30 p.m.—2:55 p.m., Second: 3:00 p.m.—3:25 p.m., Third: 3:30 p.m.—3:55 p.m.*

### ❖ Certified Public Manager Program

### ❖ Code of Meeting Procedure

### ❖ Community Emergency Response Teams

### ❖ Community Forestry

### ❖ E-Gov: The 24-Hour a Day City Hall

### ❖ Emerging Issues and Resources for City Clerks

### ❖ Emerging Issues and Resources for Managers

### ❖ Emerging Issues in Parks and Recreation

### ❖ Fire Service Training Issues

### ❖ FLSA: Exempt vs. Non-Exempt Status

### ❖ Funding for Community Needs through CDBG

### ❖ Human Relations Commissions: Bringing People Together

### ❖ Improving the Return on Municipal Investments

### ❖ Interlocal Agreements

### ❖ KanCap: Water Training Program for Governing Body Members

### ❖ Kansas Collaborative

### ❖ Kansas PRIDE: Citizen Involvement for Municipal Success

### ❖ Lake Mapping Strategies

### ❖ Landlord Liability Issues for Municipal Utilities

### ❖ Law Enforcement Contracting

### ❖ Municipal Finance Issues

### ❖ P-Cards: Advantages and Disadvantages

### ❖ Providing Long-Term Water Security for Your Community

### ❖ Records Management and Retention

### ❖ The Benefits of Establishing a Community Foundation

### ❖ The Municipal Response to Pandemic Flu

### ❖ The Public Library: A Real Community Asset

### ❖ Workers' Compensation: The Key to Managing Costs

## Conference Workshops

Monday, 9:30 a.m. — 10:30 a.m.

### ❖ **Best Practices in Economic Development**

Three very different cities with three very different philosophies and approaches to Economic Development will present their unique solutions in this panel discussion.

### ❖ **The ADA and Your City**

This session will provide an overview of the Americans with Disabilities Act as it relates to municipal governments. This will include the regulations and responsibilities of cities in regard to public facilities and hiring.

### ❖ **Code Enforcement Basics**

This session will provide an overview of the factors that make for successful code enforcement. The discussion will examine proper procedures as well as documentation to avoid common pitfalls.

### ❖ **KDOT Update**

This session will highlight the policies and programs of the Kansas Department of Transportation. The presentation will provide an update on the Comprehensive Transportation Plan, as well as highlight programs and projects of particular interest to cities.

## Conference Workshops

Monday, 9:30 a.m. — 10:30 a.m. (continued)

### ❖ **Preparing Communities for an Aging Population**

This session will detail a Department of Aging program that has been designed to help communities better serve the state's aging population. Through a process of collaboration among local leaders, businesses, organizations, and government agencies, this initiative encourages successful aging and ensures the security, dignity, and independence for Kansans of all ages.

### ❖ **The Kansas Department of Revenue: Emerging Issues for Cities**

This session will highlight the policies and programs of the Department of Revenue that are of particular interest to cities. The presentation will provide an update on issues such as the streamlined sales tax project, machinery and equipment property tax, and isolated occasional sales.

### ❖ **Intergovernmental Cooperation: Encouraging Joint Ventures**

This session will highlight regional and statewide partnerships that are taking place in the area of tourism, marketing, and economic development. The presentation will focus on partnerships that cities are establishing to promote regions, cultural similarities, activities, as well as highway corridors.

### ❖ **KPERS: Funding Outlook and Issues**

This session will provide an overview of the Kansas Public Employees Retirement System (KPERS). Long-term funding and Death and Disability funding issues will be discussed in the context of significant changes that have occurred during recent legislative sessions.

## Conference Workshops

Monday, 2:30 p.m.—3:30 p.m.

### ❖ **Benefits of IRS Audits**

In recent years, several cities have been asked to submit to audits by the IRS. Especially at issue are IRS regulations having to do with certain benefits afforded to employees, such as trips and meals. This session will detail the audits and provide tips to comply with IRS regulations.

### ❖ **Eminent Domain: The Road Ahead**

Considerable attention has been placed on the power of eminent domain in recent years, in particular economic development uses in response to the U.S. Supreme Court case *Kelo v. City of New London, Connecticut*. This session will describe the impact of recent court and legislative actions and forecast the future of this important power as it relates to economic development uses as well as more traditional uses such as road and bridge construction.

### ❖ **New Challenges for Municipal Utilities**

Municipal utilities continue to face a new array of challenges in how they provide utility services to citizens. Drastic changes to the region's electrical grid, new federal regulations, and other proposed legislative changes that impact the ability of municipal utilities to function will be covered.

### ❖ **Community Development in a Changing Kansas**

A discussion of how communities can assess and enhance the capacity of their human capital, natural resources, infrastructure, downtowns, and neighborhoods to revitalize their communities and buck the trend of out-migration.

### ❖ **Brown v. Board Mobile Workshop**

Participants of this mobile workshop will travel to and tour the *Brown v. Board of Education* National Historic Site. The workshop will include a review of community development initiatives in the area of the museum, as well as time to tour this important Topeka landmark.

### ❖ **Youth Involvement Strategies**

This session will provide insight on how to involve more youth in local government decision-making. Youth Councils, Youth in Government projects, and other innovative programs designed for youth will be examined. This session will feature participants of LKM Youth Day, who will describe their experiences as well as provide advice on how your community can increase youth participation.

### ❖ **Consensus Building**

It is important that consensus be the product of a good-faith effort to meet the interests of stakeholders. While this process can be contentious, it does not have to be; this session will provide several strategies that your governing body can use to reach workable solutions to difficult problems.

### ❖ **Preparing Communities for an Aging Workforce**

As "baby-boomers" begin to retire, it is likely to cause disruptions to the supply of quality skilled employees in municipal government. This session will explain the demographics of an aging workforce and what your city can do to prepare for these changes.

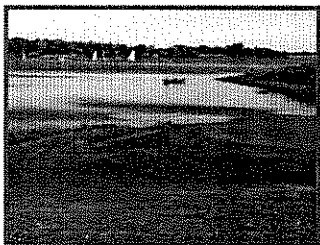
**PLEASE NOTE:** All workshop and roundtable discussion topics are tentative and subject to change. Refer to the conference program (distributed at conference) for final details.

# Annual Golf Classic Registration Form

Saturday, 9:00 a.m. — 2:00 p.m.

The League of Kansas Municipalities is pleased to offer the Annual Golf Classic to be held Saturday, October 7 at 9:00 a.m., at the popular Lake Shawnee Golf Course in Topeka. To register, complete the form below and return to League of Kansas Municipalities, Attn: Golf Tournament, 300 SW 8th Avenue, Suite 100, Topeka, KS 66603-5912; or fax to (785) 354-4186.

## About the Course



Designed by Larry W. Flatt, the Lake Shawnee Golf Course opened in 1972. This 18-hole course features 6,283 yards of golf from the longest tees for a par of 68. The course rating is 70 and it has a slope rating of 118 on Zoysia grass. The Lake Shawnee Golf Course is located at 4141 SE East Edge Road in Topeka. Directions from the Kansas Expocentre are as follows:

*Start out going north on Topeka Boulevard  
 Turn right on SW 17th Street  
 SW 17th Street becomes SE 15th Street  
 Turn left onto SE Adams Street  
 Merge onto I-70 East  
 Take the Rice Road exit #365  
 Enter roundabout and take the second exit onto SE  
 Cyprus Drive  
 Turn right onto SE East Edge Road*

## Registering

The Golf Classic is open to registered conference participants and guests only. *Pre-registration is strongly recommended!* Price includes greens fees, 18-holes of golf, a golf cart for every two golfers, morning refreshments, and lunch. To register, simply complete the form below and return via mail or fax to the League office. Registration forms must be received at the League office by 5:00 p.m. on Friday, September 22. After this date, participants will be assessed a \$10 per person late fee. On-site registration will be available.

## Questions?

For more information about the Annual Golf Classic, please contact Larry Baer or Scott Hildebrand at (785) 354-9565, or via e-mail to [lbaer@lkm.org](mailto:lbaer@lkm.org) or [shildebrand@lkm.org](mailto:shildebrand@lkm.org).



### Step 1: Enter contact information

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

City/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Step 2: Select registration type

- 4-person team registration**  
\$300 if registered by Sept. 22, \$340 if registered afterwards
- Single golfer registration**  
\$75 if registered by Sept. 22, \$85 if registered afterwards

### Step 3: Enter payment information

Mail completed form to League of Kansas Municipalities,  
 Attn: Golf Registration, 300 SW 8th Avenue, Suite 100,  
 Topeka, KS 66603-3951; or fax to (785) 354-4186

- Check enclosed**  
*Payable to League of Kansas Municipalities*
- Please send invoice**

**Total Golf Amount** \$ \_\_\_\_\_ 134

### Step 4: Enter golf participant names

1 \_\_\_\_\_  
 Name  
 E-mail

2 \_\_\_\_\_  
 Name  
 E-mail

3 \_\_\_\_\_  
 Name  
 E-mail

4 \_\_\_\_\_  
 Name  
 E-mail

# Step 1: Enter contact information

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

City/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

# Step 2: Select registration type

- City Official
- Spouse/Guest
- Vendor/Sponsor
- Youth
- Other. Specify \_\_\_\_\_

# Step 3: Select attendance option

City Attorneys, those attending the Water Training meeting, Youth, and Spouses/Guests should skip this step and advance to step 4.

**Full Conference Registration**  
\$175 if registered by Sept. 22, \$200 if registered afterwards

**Subtotal \$** \_\_\_\_\_

- Single Day Registration**
- Saturday**  
\$25 if registered by Sept. 22, \$50 if registered afterwards
  - Sunday**  
\$120 if registered by Sept. 22, \$145 if registered afterwards
  - Monday**  
\$120 if registered by Sept. 22, \$145 if registered afterwards
  - Tuesday**  
\$60 if registered by Sept. 22, \$85 if registered afterwards
- Subtotal \$** \_\_\_\_\_

# Step 4: Select special attendance options

Complete this step only if you are a City Attorney, are attending the Water Training meeting, or are a Youth or Spouse/Guest

- City Attorneys Association of Kansas Annual Fall Meeting Registration**  
*Continuing Legal Education*
- CLE Program Only—Tuesday**  
\$60 if registered by Sept. 22, \$85 if registered afterwards
  - Full Conference Registration**  
\$175 if registered by Sept. 22, \$200 if registered afterwards
- Subtotal \$** \_\_\_\_\_

# Step 4 (cont.): Select special attendance options

- Current Trends in Water Utility Operations, Collections, and Distribution Registration**  
*Continuing Water/Wastewater Education*
  - Water Program Only—Tuesday**  
\$75 if registered by Sept. 22, \$100 if registered afterwards
  - Full Conference Registration**  
\$175 if registered by Sept. 22, \$200 if registered afterwards

**Subtotal \$** \_\_\_\_\_

- Youth Day Program Registration**  
\$50 if registered by Sept. 22, \$75 if registered afterwards

**Request Scholarship**

**Subtotal \$** \_\_\_\_\_

- Spouse/Guest Program Registration**  
\$80 if registered by Sept. 22, \$105 if registered afterwards

**Subtotal \$** \_\_\_\_\_

# Step 5: Select pre-conference attendance options

- Municipal Leadership Academy**  
\$75 if registered by Sept. 22, \$100 if registered afterwards
- Select one topic:  Constitutional Home Rule  
 Ethics  
 Municipal Finance

**Subtotal \$** \_\_\_\_\_

# Step 6: Enter payment information

Mail completed form to League of Kansas Municipalities, Attn: Conference Registration, 300 SW 8th Avenue, Suite 100, Topeka, KS 66603-3951; or fax to (785) 354-4186

- Check enclosed**  
*Payable to League of Kansas Municipalities*
- Please send invoice**

**Total Amount \$** \_\_\_\_\_

Enter any special consideration needs here:

- I am disabled and require special services.
- I have special dietary requirements.
- Other. Specify \_\_\_\_\_

FOR OFFICE USE ONLY

.....135.....

\_\_\_\_\_ Gov. Body    \_\_\_\_\_ KMIT    \_\_\_\_\_ Pol. Comm.    \_\_\_\_\_ Speaker    \_\_\_\_\_ Voting Del.    \_\_\_\_\_ Date Received  
\_\_\_\_\_ Alt. Voting Del.

**Conference Registration Form**

# Hotel Accommodations

## Reservation Procedures

LKM has made special arrangements with the hotels below to provide accommodations during our Annual Conference. Attendees are responsible for making their own hotel reservations by contacting the hotels directly. When making reservations, remember to ask for the special LKM Annual Conference rate. *Please do not make a hotel reservation unless you are absolutely sure you will use it!* Making reservations that are canceled after the cut-off date denies other attendees a room of their choice, costs the hotel business, and is costly for LKM. If you make a reservation and later need to cancel, please do so as early as possible so the room may be made available to someone else.

## Conference Hotels

### Capitol Plaza Hotel\*

1717 SW Topeka Boulevard  
Topeka, KS 66612  
(785) 431-7200

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

Single/Double \$92 + tax per night

Cut-off Date: 09/13/06

\*Adjacent to Kansas Expocentre and connected to Maner Conference Center

### AmeriSuites

6021 SW 6th Avenue  
Topeka, KS 66615  
(785) 273-0066

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

Suites \$99 + tax per night

Cut-off Date: 09/01/06

### Clubhouse Inn & Suites

924 SW Henderson  
Topeka, KS 66615  
(785) 273-8888

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

Single/Double \$64 + tax per night

Cut-off Date: 09/23/06

### Comfort Inn

1518 SW Wanamaker Road  
Topeka, KS 66604  
(785) 273-5365

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

Single/Double \$89 + tax per night

Cut-off Date: 09/12/06

### Country Inn & Suites

6020 SW 10th Street  
Topeka, KS 66604  
(785) 478-9800

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

Single/Double \$79 + tax per night

Suites \$89 + tax per night

Cut-off Date: 09/07/06

### Courtyard by Marriott

2033 Wanamaker Road  
Topeka, KS 66604  
(785) 271-6165

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

Single/Double \$99 + tax per night

Cut-off Date: 09/06/06

### Days Inn

1510 SW Wanamaker Road  
Topeka, KS 66604  
(785) 272-8538

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

Single/Double \$59 + tax per night

Cut-off Date: 09/20/06

### Holiday Inn Express Hotel & Suites

901 SW Robinson  
Topeka, KS 66606  
(785) 228-9500

[www.holiday-inn.com](http://www.holiday-inn.com)

Single \$79 + tax per night

Double \$74 + tax per night

Cut-off Date: 09/07/06

### Motel 6 on Fairlawn Road

709 SW Fairlawn Road  
Topeka, KS 66606  
(785) 272-8283

[www.motel6.com](http://www.motel6.com)

Single/Double \$39 + tax per night

Cut-off Date: 09/07/06

### Motel 6 on Wanamaker Road

1224 SW Wanamaker Road  
Topeka, KS 66604  
(785) 273-9888

[www.motel6.com](http://www.motel6.com)

Single/Double \$39 + tax per night

Cut-off Date: 09/07/06

### Quality Inn

1240 SW Wanamaker Road  
Topeka, KS 66604  
(785) 273-6969

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

Single/Double \$89 + tax per night

Cut-off Date: 09/07/06

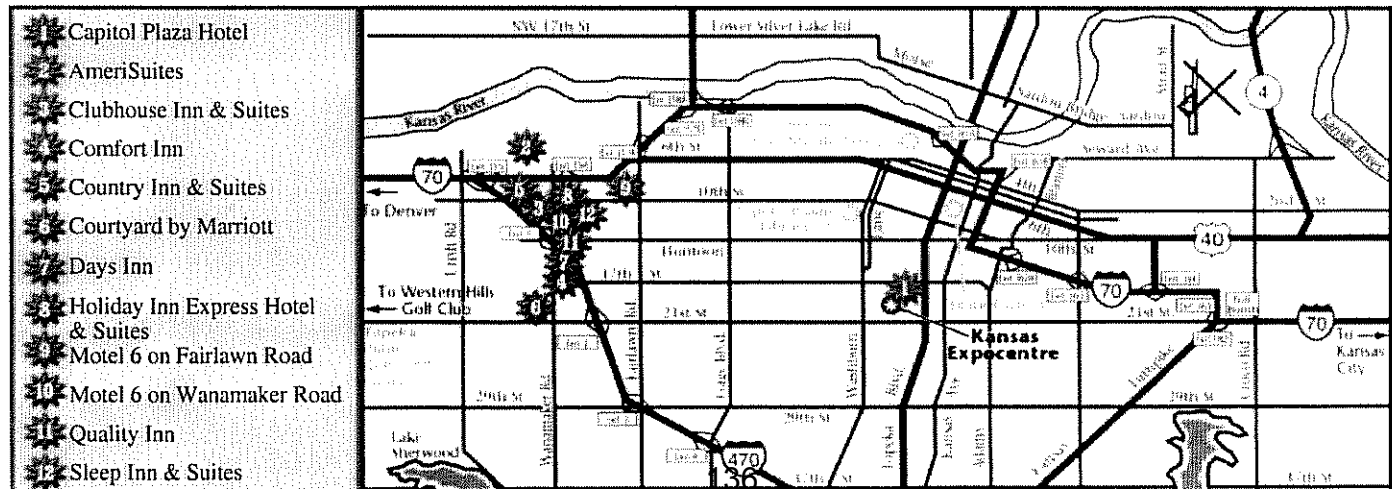
### Sleep Inn & Suites

1024 SW Wanamaker Road  
Topeka, KS 66604  
(785) 228-2500

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

Single /Double \$99 + tax per night

Cut-off Date: 09/07/06





Next meeting is Wednesday, June 28, 2006 at 7pm.

Minutes of the May 17, 2006 meeting of the PV Environment/Recycle committee

Members present: Margaret Thomas, Polly Swafford, Margaret Goldstein, Anne-Marie Hedge, Toby Grotz, Lisa Riggan, Elizabeth Kinnair, OP representative.

Margaret T. opened the meeting at 7pm. The minutes were approved as written.

Toby and Margaret T will think about ideas for Green Business Expo.

Lisa R. will check into "advancing sustainable practices" conference and exhibits on May 17-19. Will see what exhibits are compelling and relevant.

There is a 19<sup>th</sup> May solar roof demo in Topeka.

Jamie Lerner will speak on May 26<sup>th</sup> from 3-6pm.

Shadowcliff Lodge workshops still needs a volunteer to attend. The committee will pay ½ for registration costs.

PV Finance committee needs reasons why the mayor should sign the US mayors' climate protection agreement. They are looking into any additional costs the city may incur. Polly volunteered to help.

Stream restoration report: The sign will go on the new bridge. Patty Banks Associates will help design the sign. They will charge \$1500 to design and fabricate it. This does not include the purchase or installation of the sign. Bob Prisby will handle that with Mission Hills.

Anne-Marie will look into making refrigeration magnets with recycling information on them.

Margaret T. will look into where to get recycle bins for people who need them.

Toby will look into the treatment plant tours. The tours take 2 hours and can be taken from 2-4pm on weekdays.

Anne-Marie will bring the portable literature rack to Village Fest.

Beth K. will check with Bridging the Gap about America Recycles Day in the Fall.

Doug Luther said the PV is not addressing the bike path issue in the city's vision plan.

Representatives from KCP&L gave us a very informative talk about the new Optimizer Thermostat for home use. Anne-Marie will put the information about it in the literature rack in the library.

Meeting was adjourned at 9:00pm.

Respectively submitted. Anne-Marie Hedge, secretary.

PV Environmental/Recycle Committee  
Minutes of the July 26, 2006 meeting

Next meeting is August 23, 2006 at 7 p.m.

Members present: Margaret Thomas, Lisa Riggan, Diane Mooney, Kathy Riordan, Doug Luther, Don Landes, Cheryl Landes, Polly Swafford, Linda Smith, Anne-Marie Hedge, Bob Pierson, Mary Montello, and visitor Barbara Brown. Also present, Wayne Vennard, PV City Council representative.

Margaret T opened the meeting at 7:05 p.m. The minutes were approved. Barbara B, visitor, introduced herself to the committee. Kathy R passed a Get Well card for everyone to sign and send to Dewey. Margaret T presents Anne-Marie with a gift in appreciation for her years of faithful service as committee secretary.

Stream Sign Project: Wayne V requests that Stream Sign discussion be moved to first item of business. He has arranged for Margaret T to address the PV City Council at the 8/7 meeting to correct the information regarding the sign costs. He suggests that as many members come to the meeting to show support as possibly can. Also recommends that the information be shared with Bob Prisy prior to the meeting. Margaret requests a rescheduling of her appearance to 8/21 meeting at 7:30.

Overland Park Environmental News: Environmental E-newsletter is available from OP. Sign up on city website at [www.opkansas.org](http://www.opkansas.org). Select E-mail Newsletters from drop-down list to register. Public tour of Sprint silver-certified LEED building is scheduled.

KNRC Annual Dinner: Go to [www.knrc.ws](http://www.knrc.ws) for information.

VillageFest: Margaret T reports that Kristin R's game was a big success and suitable for use at future events. Gave away 60 CFL's. Asked Bob Prysby for recycling station next time. Estimate 2/3 of cans and bottles collected. Styrofoam plates still used. Kathy R suggests prominent signage if we go with a recycling station. Linda S will contact Bridging the Gap to rent the Clear Stream recycling center for future events.

Community Forum: Kathy R passed out detailed information on progress of the Forum. Committee members volunteer for open jobs. Don Landes distributes press release on the Forum. Please forward any names and addresses of persons you believe may be interested in attending the Forum. Margaret T shares list of previous year's exhibitors.

Recycling: Shall we produce recycling tip magnets to distribute with PV large item pickup door hanger? A comprehensive recycling booklet? Polly S will ask Mike McCord of Unity Church of OP to send the list of recycling resources to Margaret T. Cheryl L questions Deffenbaugh's co-mingling of recycling waste. Doug L asks her to continue to monitor her pickup and explains that Deffenbaugh sorts the recyclables in-house, though yard waste should not be included in recycle pickup. Doug says new residents are informed of recycling through their realtor, their neighbors, and the PV website. Do we want another presentation from Deffenbaugh. Members vote "no" since nothing is new. Questions about CLO recycle location closing - where do we take glass? Doug L suggests we compose information on recycling to include in PV newsletter.

U. S Mayors' Climate Protection Agreement: Polly has not been able to contact the mayor. PV Finance Committee is the first hurdle to getting mayor to sign. Asks for VillageFest petition to show the mayor. Doug L says we need to clarify our position on the agreement and give council our recommendations. Cheryl L will contact Topeka and Lawrence to find out how they are approaching this and what obstacles they overcame. This will be on agenda at next meeting for review.

Canoe trip: October 21<sup>st</sup> with Friends of the Kaw

Lancer Launch: This fall will be the kickoff of the Environmental Committee. Freshmen and Sophomores will be encouraged to join. Can anyone help work table 8/10?

Future Speakers: Chris DeVolder to speak about LEEDS buildings. Other topics? Bring ideas to next meeting. Anne-Marie H suggests that KCP&L return with a report on how well the Energy Optimizer thermostat program is working out.

Overland Park Electronic Recycling: Scheduled for November 18 in SM West High School parking lot. Plan to volunteer. Don L points out this is an excellent opportunity to forge a bond with the OP Environmental Committee.

Environmental Excellence Business Network at Bridging the Gap: Margaret T reports that efforts are underway in the two-year planning process. Notes on the planning distributed - contact Margaret T if interested in becoming involved.

Margaret T adjourned the meeting at 8:25.

Respectfully submitted,  
Lisa Riggan, secretary.

# VillageFest 2006 – Event Wrap-Up

July 27, 2006 Minutes

## Call to Order

The meeting was called to order at 7:00pm by Chairperson Ann Lilak. Present: Doug Sharp, Chris Andrews, Capt. Wes Jordan, Diana Ewy Sharp, Bob Pisciotta, Ed Roberts, Art Dick, Mike Helms, Craig Doty and Barbara Vernon.

## Minutes from June 22, 2006

Ed Roberts moved approval of the minutes of the meeting held June 22, 2006. The motion passed.

## Committee Appreciation at Council Meeting

Diana Ewy Sharp reported to the committee that the Mayor and City Council have invited the committee to attend the council meeting on August 7<sup>th</sup> in order for the council to express their appreciation for the committee's hard work and thanks for a successful event. In addition, there will be a slide show of pictures from the event and a brief reception with refreshments following the meeting.

## Brief Updates

### *Budget/Ideas for Purchases of Permanent Equipment*

Ann Lilak told the committee that there is some remaining money from this years event, due in part to a \$500 sponsorship from Meadowbrook Country Club. Ann told committee members that we would lose this money if it was not spent this year. Barbara Vernon mentioned that in the future all corporate sponsor donations could be made to the Foundation so the funds can be used when necessary by the committee. Ann then asked committee members for their ideas on how to spend the remaining money. The following suggestions were given:

- 15 folding tables were purchased by Public Works recently for \$824 which could be reimbursed by the committee.
- Another tent (8x8, 10x10 or 12x12) Mike Helms estimated the cost of a 12x12 tent at no more than \$100.
- New banner over Mission Road.
- Second banner across 75<sup>th</sup> Street.
- Shade tent or large awning for crowd in front of stage.
- Donate funds to Foundation Holiday Tree Fund.
- Mist tent.
- Portable PA system.
- Permanent plaque inside the Municipal Building to include the names of all Spirit Award Winners.

### *Receipts Needed*

Ann Lilak told committee members to turn in any remaining receipts to Barbara Vernon as soon as possible. Financial reports can be prepared as soon as total costs are calculated.

## 2006 Event Discussion

Ann Lilak asked committee members to discuss what worked and what did not at this year's VillageFest, as well as what changes in these areas could occur for 2007. The following were discussed:

- Quilt show was a success, but there should be more publicity including better signage and a couple of months of ads in the Village Voice asking for quilts and volunteers.
- The K-9 unit was a nice attraction. A demonstration from the K-9 unit would be preferred for next year.
- Creativity Center was very busy. A note from Tracy stated that she had 444 crafts left over (currently stored in Community Center closet). She suggested 200-250 of each craft next year and five different crafts. Tracy said she would be glad to do it again next year.
- The item drop was difficult for the crowd to understand. There needs to be a portable PA system or a better way to communicate to people that there were prizes to be redeemed with marked stars. Diana said if this is done again, the prizes should be "kid appropriate".
- Breakfast was overwhelmingly busy. The committee suggested it remain open until 11:00am.
- Talk to children and parents before the children's parade about a contingency plan for separation, and to remind them to stay behind the motorcycle. This year the PD had a plan which was to meet at the information booth, but due to the performance of the Marching Cobra's, when they needed to be able to communicate with kids and parents at that location, the crowd was too large and noisy to be effective.
- Need better communication during morning set-up time with vendors on where they can and cannot park.
- Improve parking, and or transportation around event for individuals with disabilities, especially back and forth from the pancake breakfast.
- Rent golf carts to drive people back and forth from event to their parking space.
- Entertainment was fantastic!
- Information booth said that having the Municipal Foundation was wonderful, but the holiday tree was in the way.
- There should be a 15-20 min window between entertainment acts.
- The Prairie Village PD did a wonderful job.
- Increased signage for parking and location of parade.
- Finger printing in the PD was more popular than ever.
- Publicity was great before the event. The postcards were a wonderful addition to the marketing strategy.
- Patriotic Service was great, but it was not attended well. Consider moving it to the pancake breakfast, or do away with the Patriotic Service and have a large orchestra or band play in it's place.
- Need more PD staff to help with the event.
- The orchestra concert was good and well attended.

- Needed “No Parking” signs on one side of side streets.
- Helicopter was very popular.
- Decorations and balloons in front of city hall were very nice.
- Perhaps the essay contest should be eliminated and instead have a poster drawing contest as was done in 1999.
- Give-away items were all good.
- Selling water at the information booth was a great idea.
- Train show was great, and most popular for kids 2-5.
- The blood drive was a success and surpassed their goal of 20 people.
- Environmental committee concerned about level of waste at pancake breakfast and lack of recycling containers.
- PW did a great job and handled several difficult situations.

### **Ideas for VillageFest 2007**

Ann Lilak asked committee members to discuss what they would like to see at the 2007 VillageFest. The following were discussed:

- At the beginning of the event, give disposable cameras to kids and tell them to take pictures of what they think VillageFest is all about. Turn in camera with name on it, and then have a contest for best picture. Give award for the best picture and use the picture as publicity for the following years’ event.
- Have one or multiple recycling stations. Perhaps Deffenbaugh could be a corporate sponsor of the event.
- Have a fire truck shower kids with water.
- Have a mist tent.
- Don’t spend time on fly-by or fireworks.
- Have a skate park demonstration.
- Have a PV Run, perhaps before the 4<sup>th</sup> of July.
- Get orchestra back.
- Don’t buy decorations for kids in parade. They should come with bikes decorated.
- Contact Chris Cakes, Mascots and Cosgrove in October to make sure we get on the list for July 4<sup>th</sup>.
- Look into Funky Mama in addition to Jim Cosgrove and the Marching Cobras, but check with Jim Cosgrove first before hiring Funky Mama.
- Recruit committee volunteers at the next event for the following year.
- KU Medical Van if possible.

### **Adjournment**

The meeting was adjourned at 8:20 pm.

Next meeting will be scheduled in January 2007.

August 21, 2006

Dear Northeast Johnson County Mayor: *Mayer Shaffer,*

Greetings! Hope this letter finds you well and enjoying the summer months. We, at the NEJC Chamber, have been engaged with several initiatives over the last couple months, and would like to update you on our progress.

First, we are pleased to share that we have had a recent positive change in our financial position, by capitalizing on an opportunity to sell a significant asset. This will help the Chamber to ensure a long and healthy future, and will have a substantial positive impact on our members. Due to the confidential nature of this transaction, we do not plan to release a public statement to the press.

On the bioscience front, Walt Vernon, our Board Chairman, has taken the lead in connecting with several community leaders to learn more about the current bioscience efforts and needs, and the potential for the Northeast Area. Many of you have been part of these discussions, and are aware of several initiatives that are being discussed. We will keep you abreast of all involvement the Chamber will have, and will include you in any plans that affect the Northeast cities.

The Chamber has formed a Strategic Planning Task Force, and is currently working with a strategic planning consultant in a long range planning effort to determine how we need to operate in both the short and long term to best serve our members and partners, and the Northeast area in general. We estimate this process will last several months, and look forward to sharing the results of this exercise with you in the future.



**Celebrating the NE Johnson County Business Community**  
*Honoring Our Past, Building Our Future*

BUILDING BUSINESS. BRIDGING COMMUNITIES.



NORTHEAST JOHNSON COUNTY  
CHAMBER OF COMMERCE

As you know, 2006 is an election year, and we are busy gearing up for the local, county and state races, and will be partnering with other Chambers to host several candidate forums, i.e., Kansas Governor, Attorney General, 3rd Congressional District, and Chairman-JCBOC. We will have more information on these debates, as soon as dates are confirmed. We hope to see members of your staffs and city councils participate in these informational sessions.

Lastly, we would like to inform you that we continue to use our economic development funds for business attraction and market research. We have placed ads in several periodicals over the past few months including Ingram's, Kansas City Small Business Monthly, Entrepreneur's Guide and Commercial Journal. Also, we are working with the County Economic Research Institute (CERI) on updating our area trade profile, and will be distributing a copy of this to each city as soon as it is published. Please feel free to contact us about any other studies that you may find necessary or useful.

I have a listing of the new businesses that have joined or renewed since the last update. We appreciate the assistance that you and your staff have given us in welcoming the brand new businesses to the area, and encourage you to keep them in mind when you are in the market for specific products and services.

As always, we appreciate your input and feedback and encourage you to share this information with your city staffs and council members.

Sincerely,



Pamela Ducas  
President/CEO  
NEJC Chamber of Commerce

cc: Northeast Johnson County City Administrators  
Walt Vernon, Chairman, NEJC Chamber of Commerce  
NEJC Chamber of Commerce Board of Directors

Attachments



New Renewed Members  
April-July 2006

**New Members: April-July 2006**

Company  
ADVANCE MORTGAGE  
CARTRIDGE WORLD ROELAND PARK  
CITY OF MERRIAM  
CITY OF MISSION  
CITY OF MISSION HILLS  
CITY OF PRAIRIE VILLAGE  
CITY OF ROELAND PARK  
CORT FURNITURE  
COURTYARD BY MARRIOTT  
FARMERS INSURANCE, DAVID SMALE AGENCY  
FIRST WATCH  
KANSAS ASPHALT  
KELLER WILLIAMS REALTY PARTNERS, INC.  
LOWE'S  
O'BRIEN PHARMACY  
SOCIAL SUPPERS  
SUMMIT PUBLICATIONS, INC.  
T-MOBILE  
WALTON CONSTRUCTION, LLC  
WSI

City  
Overland Park  
Roeland Park  
Merriam  
Mission  
Mission Hills  
Prairie Village  
Roeland Park  
Overland Park  
Kansas City  
Kansas City  
Fairway  
Roeland Park  
Overland Park  
Roeland Park  
Mission  
Prairie Village  
Kearny  
Mission  
Kansas City  
Mission

**Renewed Members: April-July 2006**

Company  
A-Direct Maytag  
American Stroke Foundation  
Arrow Rents  
B & C, Inc.  
Baldwin, Vernon & Addleman, PC  
Checkdate Solutions  
Classic Catering  
Commerce Bank, HyVee branch  
Complete Music & Video  
Countryside Christian Church  
D&B Legal Services  
Dearborn Animal Clinic  
Easy Living Store  
Edward Jones, Rocky Valentin  
Enterprise Leasing Co.  
FCB Bank  
First Community Bank  
Great Plains Trust  
House of Stuart Ltd./Mission Pawn  
HyVee  
Insty-Prints of Mission  
Insurance Pros  
J.E. Dunn Construction  
J.K. Keeny & Co, Inc.  
Johnny's BBQ  
Johnson County Government  
Kansas Sampler  
Kelcon Technologies  
Keystone Chrysler  
Kokopelli Mexican Cantina  
Legacy Financial Group  
Lind-Merrill, Inc.  
Mark One Electric  
Mediation Services  
Minuteman Press  
Mission MedVet  
Nall Avenue Church of the Nazarene  
Office Depot  
Overland Park Place  
Paul Henson Family YMCA  
Popeye's  
Quik Trip  
Robert A. Kumin  
Shamrock Self-Service Storage  
Signco, Inc.  
SignPro of Kansas City  
State Farm Insurance  
Superior Toyota  
Town Topic  
Wellington Club Apartments  
West Star  
William Kremers, DDS  
Woodside Tennis & Health Club  
Zimmer Real Estate Companies



*Certificate of Membership*

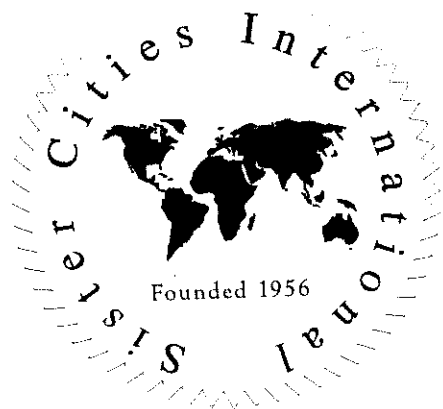
THIS CERTIFIES THAT

*Prairie Village, Kansas, USA*  
IS A MEMBER OF

**SISTER CITIES INTERNATIONAL**

FOR THE YEAR

2006



*[Signature]*  
\_\_\_\_\_  
*President, Board of Directors*

Your kind expression  
of sympathy  
is gratefully acknowledged  
and deeply appreciated  
by the family of  
*Louise Visor*

Mayor and Council,  
Thank you so much  
for the beautiful  
flower arrangement  
sent for my mother.  
Your friendship,  
thoughts and prayers  
mean very much to  
me.

*Love,  
Kay*

**Council Members**  
**Mark Your Calendars**  
**September 5, 2006**

<b>September 2006</b>	Dale Cole's Photography exhibit in the R.G. Endres Gallery
September 14	Ribbon cutting for "Social Suppers," a new business at 8219 Corinth Mall, 4:00 p.m.
September 18	City Council Meeting
September 21	Chamber lunch at Milbourn Country Club – 11:30 a.m. – Guest speaker County Commission Chair Annabeth Surbaugh.
<b>October 2006</b>	Senior Arts Council mixed media exhibit in the R.G. Endres Gallery
October 2	City Council Meeting
October 7-10	League of Kansas Municipalities Annual Conference in Topeka
October 16	City Council Meeting
<b>November 2006</b>	Mid-America Pastel Society's exhibit in the R.G. Endres Gallery
November 6	City Council Meeting
November 7	Johnson County Election
November 20	City Council Meeting
November 23-24	City offices closed in observance of Thanksgiving
<b>December 2006</b>	Marearl Denning photography and ceramics exhibit in the R.G. Endres Gallery
December 1	Employee Awards luncheon
December 1	Mayor's Holiday Gala
December 4	City Council Meeting
December 5-9	NLC Congress of Cities Conference in Reno Nevada
December 18	City Council Meeting
December 25	City Offices Closed in observance of Christmas

**Council Members**  
**Mark Your Calendars**  
**2007**

<b>January 2007</b>	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 15	City offices closed in observance of Martin Luther King, Jr. Day
January 16 (Tuesday)	City Council Meeting
<b>February 2007</b>	Ted DeFeo photography exhibit in the R.G. Endres Gallery
February 5	City Council Meeting
February 9	Employee Appreciation Dinner at New Theater
February 19	City offices closed in observance of President's Day
February 20(Tuesday)	City Council Meeting
<b>March 2007</b>	A. J. Weber mixed media exhibit in the R. G. Endres Gallery
March 5	City Council Meeting
March 10-14	NLC Congressional Conference in Washington D.C.
March 19	City Council Meeting

<b>April 2007</b>	Kay Trieb photography exhibit in the R. G. Endres Gallery
<b>May 2007</b> May 28	David Payne oils exhibit in the R. G. Endres Gallery City offices closed in observance of Memorial Day
<b>June 2007</b>	Jack O'Hara watercolors exhibit in the R. G. Endres Gallery
<b>July 2007</b> July 4	No exhibit scheduled yet for R. G. Endres Gallery City offices closed in observance of Independence Day
<b>August 2007</b>	Shawn Bohs photography exhibit in the R. G. Endres Gallery
<b>September 2007</b> September 3	Senior Arts mixed media exhibit in the R. G. Endres Gallery City offices closed in observance of Labor Day
<b>October 2007</b>	No exhibit scheduled yet in the R. G. Endres Gallery
<b>November 2007</b> November 22-23	Mid-America Pastel Society exhibit in the R. G. Endres Gallery City offices closed in observance of Thanksgiving
<b>December 2007</b> December 7 December 25	No exhibit scheduled yet in the R. G. Endres Gallery Mayor's Holiday Gala City offices closed in observance of Christmas

**ANIMAL CONTROL COMMITTEE**

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

**COMMUNICATIONS COMMITTEE**

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

**COUNCIL COMMITTEE**

COU99-13 Consider Property Audits (assigned 4/12/99)  
COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4<sup>th</sup> Quarter 2001)  
COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)  
COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)  
COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)  
COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)  
COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)  
COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)  
COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)  
COU2005-15 Consider planning meetings for the Governing Body (assigned 9/6/2005)  
COU2005-16 Consider how to improve Council's effectiveness as a team (assigned 9/6/2005)  
COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)  
COU2005-19 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)  
COU2005-29 Consider service to remove oak pollen in gutters and curbs (assigned 9/6/2005)  
COU2005-30 Consider \$500 deposit from landlords for remediation of code violations (assigned 9/6/2005)  
COU2005-44 Consider YMCA Partnership (assigned 12/14/2005)  
COU2006-01 Consider Request for Special Use Permit for Communication Antennae at McCrum Park (assigned 12/7/2006) - returned to Planning Commission  
COU2006-05 Consider Committee Structure (assigned 4/25/2006)  
COU2006-20 Consider Project 191020: Colonial Pedestrian Bridge Replacement (assigned 8/1/2006)  
COU2006-22 Consider renewal of the Special Use Permit for Wireless Communication Antenna and related equipment at 1900 West 75<sup>th</sup> Street (assigned 8/1/2006)  
COU2006-23 Consider Mission Hills Public Safety Budget (assigned 8/11/2006)  
COU2006-24 Consider vegetation in the right-of-way (assigned 8/21/2006)  
COU2006-25 Consider renewal of Nutrition Center Agreement with Johnson County (assigned 8/28/2006)

- COU2006-26 Consider Project 190862: 75<sup>th</sup> Street from Nall Avenue to Mission Road (CARS) (assigned 8/28/2006)
- COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement (assigned 8/28/2006)
- COU2006-28 Consider City Council Policy CP207 Horizontal directional Drilling (HDD) (assigned 8/28/2006)
- COU2006-29 Consider New Municipal Code Chapter XIII Article 8 Stormwater Pollution Prevention (assigned 8/28/2006)
- COU2006-30 Consider Fee for Massage Therapy License (assigned 8/28/2006)
- COU2006-31 Consider Project 191019: Canterbury Street Sidewalk Design Agreement (assigned 8/28/2006)
- COU2006-32 Consider Cooperative Agreement for Funding Design, Construction and Implementation of Operation Green Light Traffic Control System with Mid-America Regional Council (MARC) (assigned 8/28/2006)
- COU2006-33 Consider Lease of Public Works from Highwoods Properties, Inc. (assigned 8/29/2006)

**COMMITTEE AGENDA**

September 5, 2006

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**LEGISLATIVE/FINANCE COMMITTEE**

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

**PARKS AND RECREATION COMMITTEE**

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

**PLANNING COMMISSION**

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

**POLICY/SERVICES**

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)
- POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)
- POL2005-03 Consider Project 190850: Reeds Street - 69<sup>th</sup> to 71<sup>st</sup> St. (assigned 1/31/2005)
- POL2005-04 Consider Project 190809: 75<sup>th</sup> Street and State Line Road (assigned 2/1/2005)
- POL2005-11 Consider Project 190715: 2005 Storm Drainage Repair Program (assigned 6/2/2005)
- POL2005-12 Consider Project 190854: 2005 Pavement Repair Program (assigned 6/2/2005)
- POL2005-13 Consider Project 191012: 2005 Concrete Repair Program (assigned 6/2/2005)
- POL2005-14 Consider Project 190852: 2005 Crack/Slurry Seal Program (assigned 6/2/2005)
- POL2005-21 Consider Project 190851: 2006 Paving Program Sidewalks (assigned 8/30/05)
- POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005)
- POL2005-34 Consider Project 190717: 2006 Storm Drainage Repair Program

- POL2006-09 Consider Project 190849: Roe Avenue - 91<sup>st</sup> to 95<sup>th</sup> (assigned 4/25/2006)  
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: 95<sup>th</sup> Street - Mission to Nall (assigned 4/25/2006)
- POL2006-13 Consider Project 190851: 2006 Paving Program ( assigned 4/25/2006)

**PRAIRIE VILLAGE ARTS COUNCIL**

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



# NOTEWORTHY

September 2006

## SEPTEMBER BIRTHDAYS & ANNIVERSARIES

### *Birthday Wishes to...*

09/08	Ronnie Wilson	Crew Leader
09/10	Seth Meyer	Police Officer
09/13	Nancy Ihle	Adm Sup Spec
09/17	Micki Barnett	Comm. Serv. Off.
09/20	Dan Ogle	Maint. Worker
09/23	Tanya Smith	Adm Sup Spec
09/29	Stephen Steck	Police Officer

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

Dan Ogle	Maint. Worker (Sr.)	32 years
John Jagow	Police Officer	20 years
Steven Mills	Crew Leader	15 years
James Carey	Mechanic	8 years
Jennifer Wright	Officer Manager	7 years
James Brown	Building Official	5 years
Kelly Cox	Adm Sup Spec	1 year

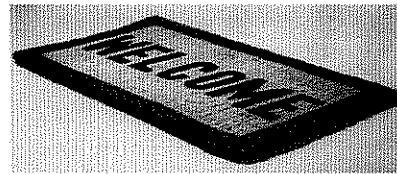
## *Congratulations!*

**Bettina Jamerson, Deputy Court Administrator, was recently promoted to Court Administrator following the retirement of Glenda Herring. Bettina has been with the City serving as Deputy Court Administrator for 5 years and is looking forward to the new challenges and responsibilities.**



### **Free Lunch Day!**

**There will be an employee free lunch day on September 29, 2006. Please stop by the MPR from 12-2 to pick up your free box lunch.**



**Kassie Kohm and Travis Olson as Police Officers who joined us on August 31<sup>st</sup>. They will start Police Academy on September 1<sup>st</sup>.**



### **Vision Coverage**

Those who have coverage under the City's Vision Insurance will not receive new Spectera ID cards. You will simply make the appointment with a participating provider and when you go for the appointment you will notify the provider they have Spectera; you will not need to show the United Healthcare cards to the provider. The provider can check the database and pull up your information and benefits.



# FLU SHOTS

Date:

Monday, October 16, 2006

Time:

8:30 AM - 10:00 AM

Public Works Conference Room

1:00 PM - 3:00 PM

Multi-Purpose Room - City Hall

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**City Employees will have the option of getting a flu shot this year. The cost will be \$10.00 per employee, which will be deducted from your paycheck. The City will cover the remaining balance of \$10.00 per employee.**

**Flu shots will be administered by CorporateCare - a division of Shawnee Mission Medical Center.**

**\*\* Flu shots are available for City Employees and Elected Officials only. \*\***

Direct questions to:

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