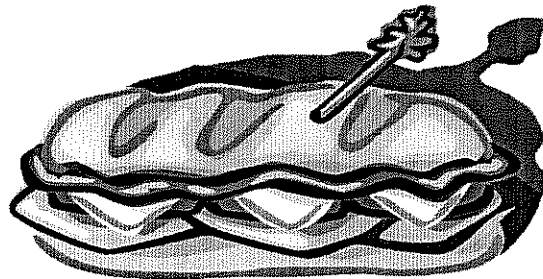


City Council Meeting

August 21, 2006
7:30 p.m.

Meal served at 5:00 p.m.



Dinner provided by:
Planet Sub

Assortment of sandwiches
Chips
Salad
Cookies/Brownies

COUNCIL COMMITTEE

Monday, August 21, 2006

Council Chambers

5:30 - 7:30 P.M.

Food will arrive at 5:00 p.m.

David Belz Council President

- I. **National Incident Management System (NIMS), AN Introduction IS-700
Ron Thompson, Instructor**

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, August 21, 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 7, 2006
2. Approve **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; and
Approve **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 7, 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.

VII. COMMITTEE REPORTS

Wayne Vennard – Insurance Committee
Consider Worker's Compensation Coverage

Michael Kelly – Sister City Committee

VIII. OLD BUSINESS

IX. NEW BUSINESS

David Belz

Consider 2007 Public Safety Budget for the City of Mission Hills.

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

Monday, August 21, 2006

**COUNCIL
CITY OF PRAIRIE VILLAGE
August 7, 2006
-Minutes-**

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 7, 2006, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Al Herrera, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Pat Daniels, Charles Clark, Wayne Vennard, Diana Ewy Sharp and David Belz.

Also present were: Barbara Vernon, City Administrator; Katie Logan, from the City Attorney's Office; Charles Grover, Chief of Police; Bob Pryzby, Public Works Director; Tom Trienens, Manager of Engineering Services and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led all present in the Pledge of Allegiance.

RECOGNITION OF VILLAGEFEST COMMITTEE/VOLUNTEERS

A slide presentation from the 10th Anniversary Villagefest Celebration held July 4th, 2006 was shown. Mayor Shaffer recognized the 2006 Villagefest Committee who were introduced by Chair Ann Lilak. Mayor Shaffer then recognized Ann for her past five years of leadership of the Villagefest Celebration acknowledging it's growth and success during that time.

PUBLIC PARTICIPATION

Donna Knoell, 5165 Somerset Drive, addressed the City Council in response to the memo dated July 13, 2006, from Assistant City Administrator, Doug Luther. Mrs. Knoell stated she was very concerned with what she believes are inaccuracies and misrepresentations in the memorandum. She continues to be concerned with the way Code Enforcement has been handled regarding their property, but even more concerned with what she considers to be inaccurate information contained in Mr. Luther's memorandum to the City Council. Some of the areas of concern stated are as follows:

- *The presentation of irrelevant past "code enforcement history"*
- *The representation of 17 calls from one individual as numerous complaints.*
- *Inaccuracies of the April 19th citation*
- *Documented misidentification of perennials as weeds*
- *Denial of opportunities to meet with the City Prosecutor given to others*
- *Lack of communication between Mr. Luther and his staff and with Mrs. Knoell*

Mrs. Knoell presented to each Council member a written copy of her comments, including detail of ten major concerns expressed and a letter from her neighbor contradicting the citation by the City for grass in excess of 8 inches in height.

Jim Royer, 5165 Somerset Drive, also addressed the Council in response to Mr. Luther's memorandum. He stated they were not seeking to have the ticket dismissed by the City Prosecutor, but to discuss their issues and concerns. Mr. Royer stated the actions of the Municipal Court Staff, Judges and City Prosecutors were professional but were directed by Mr. Luther and Ms Gradinger to deny their access to discuss and present information to these individuals. Mr. Royer reiterated the areas of concern addressed in the memorandum, particularly in response to the actions of Mr. Luther and Ms Gradinger.

Mayor Shaffer acknowledged the comments received and asked for anyone else wanting to address the Council to come forward, seeing none, he closed the public participation portion of the Council meeting.

PUBLIC HEARINGS

Mayor Shaffer announced that two public hearings would be held before the City Council and reviewed the rules of procedure to be followed. The first is the appeal of Jack Fields of 6328 Hodges Drive and the second is the presentation of the 2007 City of Prairie Village Budget.

Appeal of Jack Fields

Jack Fields, 6328 Hodges Drive, addressed the Council regarding an appeal to allow colored concrete in the City right-of-way portion of his driveway. Mr. Fields acknowledged his contractor was informed of the City's regulations and was instructed by Mr. Fields not to pour the final portion of the driveway located within city right-of-way until an appeal from the regulation could be heard by the City Council. Mr. Fields stated he filed the appeal and left town. While he was out of town, his contractor did pour the final portion of the driveway and he takes full responsibility for that action. He is asking the City Council to approve a "driveway agreement" prepared by the City's attorney allowing him to retain the specialty driveway, but permitting the City or other entity to remove and replace the driveway to City specifications as part of a City improvement project or other utility work.

Katie Logan, representing the City Attorney, stated she had prepared an agreement between the property owner and the City stating that if in the future the driveway needs to be replaced the City or other entity is under no monetary obligation to replace in kind, only to replace to the standard city specifications. Ms Logan stated this will be a covenant that will be filed with the county and run with the ownership of the land applicable to Mr. Fields and all future owners of this property.

Al Herrera stated he supports the proposed agreement with Mr. Fields, but asked if the contractor who did the work in violation of code was being assessed. Ms. Logan responded the agreement does not include any fine. Mr. Pryzby stated the contractor did secure a right-of-way permit when advised by the City and paid double the fee as is the city's policy for permits issued after the beginning of work.

Pat Daniels stated although the driveway looks beautiful, he has two concerns: first, the driveway was poured in violation of City regulations and secondly, that the regulations be reviewed to address this issue in the future. Ruth Hopkins stated she anticipates the issue to arise again as residents seek to upgrade their properties.

Andrew Wang stated he agreed with Mr. Daniels that the driveway is aesthetically pleasing; however, this is another instance where action has been taken in violation of City codes and then approval sought. He is concerned with the lack of respect given to compliance with City codes.

Laura Wassmer stated she felt the code needs to address property owners who want to upgrade the materials used at their expense with them given the option to do so. Mr. Wang stated his issue however, is not the improvement of the property, but the violation of City regulations.

Michael Kelly asked for a review of the interactions between the City and the contractor. Mr. Pryzby referenced the timetable included in the packet of the action taken by the public works department. Mr. Pryzby acknowledged there are driveways with different materials within the City, but noted his department cannot address what exists; however, it is their policy to treat everyone equally and therefore, they do not grant exceptions.

Wayne Vennard asked if it was a Code or a Council Policy that was violated. Bob Pryzby responded Chapter 13 of the Municipal Code states that work in City right-of-way is "subject to all technical specifications, design criteria, policies, resolutions and

ordinances . . .” and the City Council has also adopted Council Policy 202 entitled “Driveways” which addresses the issue.

Al Herrera expressed concern with the setting of a precedent if no fine is levied on the contractor. Ms Logan stated the City does not have the authority to fine the contractor.

With no one else wishing to address the Council regarding the appeal, Mayor Shaffer closed the public hearing at 8:25 p.m.

Charles Clark moved the City Council approve an agreement/covenant as drafted by the City Attorney to be filed with the register of deeds that permits Mr. Fields to retain the specialty driveway, but documents the City’s rights and responsibilities regarding its replacement. The motion was seconded by Wayne Vennard

Bob Pryzby stated the agreement acknowledges the driveway is in violation of City specifications but allows Mr. Fields to retain the driveway as a one-time approval and states the City has no responsibility for its replacement as constructed.

Laura Wassmer questioned the need for the formal agreement. Mr. Pryzby responded the City needs to clearly state that it will not replace the driveway with the same material if needed to be removed in conjunction with an improvement project and acknowledge that it is allowing Mr. Fields to retain the driveway.

Andrew Wang stated he is not suggesting the city make Mr. Fields remove the driveway, but he is not comfortable with the City allowing the violation of a code. The need for the code to be reviewed is a separate issue. Allowing regulations to be ignored opens doors that should remain closed.

Pat Daniels stated he supports moving ahead with this and also looking at code. Mr. Pryzby stated he will prepare information on driveway issues as stated in the Code, the Council Policy and Public Works procedures for review by the Committee

Al Herrera stated he supported the appeal, but stated Council can not continue to allow people to violate city regulations and policies.

Jack Fields stated he did have a permit to work in the right-of-way, but did not have approval for the colored concrete.

Michael Kelly asked Tom Trienens for his input. Mr. Trienens stated the right-of-way permit was issued after the work was started. The contractor was given the city's specifications and told colored concrete was not allowed. His concern is how he responds to residents tomorrow who want to use colored concrete.

Marcia Gradinger, the city's code enforcement officer, advised the Council there is no enforcement authorization on a policy, only on an ordinance.

Question was called and a vote was taken on the motion approving an agreement/covenant as prepared by the City Attorney regarding the driveway at 6328 Hodges. The motion passed by a vote of 9 to 2 with Wang and Kelly voting "nay".

Presentation of the 2007 Budget for the City of Prairie Village

Barbara Vernon, City Administrator, presented the proposed 2007 budget for the City of Prairie Village in the amount of \$27,611,000. The budget was prepared following the priorities identified by the Council as follows:

- Maintain a "sense of place" and "sense of community"
- Maintain financial strength of the City
- Continue current service levels

Mrs. Vernon noted most of the City's revenue sources and program operating costs are relatively stable. The only revenue source with major variances from year to year is "Intergovernmental," which includes pass-through revenues and grants from other jurisdictions. The only expenditure program with major variances from year to year is "Infrastructure Improvements". She noted less grant funding is anticipated in the future. Historically, revenue increases about \$500,000 a year or approximately three

percent if the revenue from increased property appraisals is kept by the City. Historically, expenditures have increased at an annual rate of more than \$500,000 with \$600,000 to \$700,000 increases in the past years. However, Mrs. Vernon noted it is not only current service levels causing the increase, but the addition of new programs or projects. In the 2007 budget, this is represented by an increase of \$1,570,742. The proposed 2007 budget has expenditures exceeding revenue by approximately \$2 million.

Based on a five year projection, Mrs. Vernon advised the Council the City's fund balance will be above the designated level through 2009, but by 2010 it will have eroded to the point where the City Council will have to take action. It is her recommendation the Council begin that process in 2007 during the preparation of the 2008 budget so that action can be taken gradually.

The City's taxes represent only 14% of a resident owning a home valued at \$205,588 (the average sale price of a Prairie Village house) paying city taxes of \$371.67 for all their City services.

David Belz asked what level of fund balance is maintained by public entities compared to private entities. Mrs. Vernon responded the rates vary, the City's rate was set by the Long Range Financial Planning Committee at approximately 18%. Ms. Wassmer noted the City's maintains fund balance at the level necessary to maintain its high bond rating.

David Voysey asked how the Council could erode the fund balance by a quarter percent and at the same meeting approve the expenditure of \$100,000 on a sculpture garden. Mrs. Vernon replied the guidance she has used with Council members in the past is for them to ask themselves, "Is this expenditure really worth a tax increase?"

Laura Wassmer questioned how you offset the "nice to have" with revenue not keeping ahead of expenditures. She is concerned that the City spend its reserve funds

in areas that are important, such as infrastructure, not on “nice to have” programs. She stressed the need for the Council to be fiscally responsible.

Mr. Voysey asked if it cost \$2 million to keep the lights on. Mrs. Vernon responded \$1.5 million is the reserve for school sales tax. Mr. Voysey stated the City should not go into deficit spending to do this.

Wayne Vennard stated Johnson County maintains a fund balance of 8 to 12 percent of their budget while the City’s fund balance is 33% of its budget. He noted the City is not supposed to be a bank holding its residents’ money in reserve. He has no problem spending down reserve funds.

Diana Ewy Sharp noted if the fund balance at the end of 2006 is \$9 million as projected, that would represent almost 50% of budget and she feels strongly for the City to hold such a high fund balance is wrong.

Al Herrera provided history on the growing expenditure of fund balance over the past few years, noting the increased expenditure on city infrastructure to keep families in the City and to make Prairie Village competitive with neighboring cities to address the increasing number of families moving out.

David Belz stated he attended a fund balance seminar to find out what level of fund balance a city should maintain. The seminar stated there is no one right answer, some cities maintain a 3% fund balance while others maintain as high as 75%. He is not concerned with 2007, but with the projections into the future with the city spending an additional \$1,000,000 annually on needed infrastructure repair and maintenance. He feels the Council needs to seriously consider what it will cost to keep Prairie Village the Prairie Village residents want and expect, and to begin taking action now. Mrs. Vernon agreed the Council needs to prepare and plan for the future.

Laura Wassmer stressed the need for the Council to set priorities and recognize the impact of spending funds now on future funds.

Andrew Wang asked where the City is projected to stand at this time next year. Mrs. Vernon responded fund balance would exceed the established level; however, she projects the City would have used some contingency funds as they have this year. Mr. Wang asked at the end of that year, what would be projected from fund balance. Mrs. Vernon responded slightly more than what is projected.

Diana Ewy Sharp stated during the nine years she has been on the Council, the City's fund balance has always been in excess of the established level. The City has been trying to lower the amount retained in the fund balance for years.

David Belz stressed the need for the Council to agree on the minimum level of fund balance acceptable and what will be done if a proposed expenditure will take the fund balance below that level and what the City will do to get the fund balance back to the established level.

Mayor Shaffer asked if anyone present wished to comment or ask questions on the proposed 2007 budget. With no one wishing to comment, Mayor Shaffer closed the public hearing at 9:10 p.m.

CONSENT AGENDA

David Belz moved the approval of the Consent Agenda for Monday, August 7, 2006:

1. Approve Regular Council Meeting Minutes - July 17, 2006
2. Approve the disposal of the following city property, Asset #749 - Mini Refrigerator from the tennis shack
3. Ratify the Mayor's appointment of James Bernard to the Prairie Village Park & Recreation Committee to complete the unexpired term of Mary Beth Smith expiring in April, 2008
4. Authorize the Mayor to issue the following proclamation - "Parents Day" - July 23rd
5. Ratify the Mayor's appointment of Kenneth Poe to the Prairie Village Board of Code Appeals with the term expiring in April, 2011
6. Grant an exemption from City-provided solid waste services for 2007 to the following homes associations: Town & Country Homes Association, Normandy Square Homes Association and Countryside East Homes Association

7. Approve Construction Change Order #1 in the amount of \$4,561.80 to McAnnany Construction and the transfer of \$5,730.00 from Project 191001 to Project 191014: 2006 Concrete Repair Program
8. Approve a contract with ENSERV to dispose of medical waste from the Prairie Village Swimming Pool for this season.
9. Approve the agreement with Lowenthal, Singleton, Webb & Wilson for the audit of the City's 2006 financial statements
10. Approve the purchase of one unmarked police vehicle from Morse Chevrolet, Inc. for a price of \$18,935.55 with funding from the 2006 Public Safety budget 1-3-26-7100
11. Approve an agreement with MHM Resources to administer the City's Flexible Spending Account for the 2006-2007 plan year upon review and approval by the City Attorney
12. Approve Claims Ordinance 2629
13. Approve Engineering Change Order #2 to The Larkin Group, Inc. for Project 190709: 83rd Street and Delmar, SMAC extending the completion date to January 19, 2007
14. Ratify the Mayor's appointment of Zachary Hardy to the Prairie Village Park and Recreation Committee filing an unexpired term ending in April, 2008

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

COMMITTEE REPORTS

Council Committee of the Whole COU2006-19 Consider Tree Trimming Bid

The City received four bids for tree trimming services for designated areas of the City. Shawnee Mission Tree, who has done work for the City in the past, submitted the low bid.

Pat Daniels questioned the large range in the bid amounts. Mr. Pryzby responded two of the bidders had done this work previously for the City and their bids were comparable. The other two bidders historically tend to bid high. He noted he is comfortable with the low bid and with the work of Shawnee Mission Tree Service.

On behalf of the Council Committee of the Whole, David Belz moved the City Council award the tree trimming bid for Area 41, Area 42 and Parks to Shawnee

Mission Tree in the amount of \$68,166.00. The motion was seconded by Ruth Hopkins and passed unanimously.

COU2006-20 Consider Project 191020: Colonial Pedestrian Bridge Replacement

On behalf of the Council Committee of the Whole, David Belz moved the City Council direct Public Works to retain an engineer for the design of Project 191020: Colonial Pedestrian Bridge Replacement and approve a transfer of \$9,500 from the General Fund Contingency to Project 1901020 for design services. The motion was seconded by Al Herrera and passed unanimously.

Consultant Selection Committee

Consider Project 190718: 2007 Storm Drainage Repair Program Design Consultant Fees

Ruth Hopkins reported the Consultant Selection Committee received 11 proposals to provide storm drainage repair program design services and interviewed four consultants for the project. It was the unanimous choice of the committee to award the contract to URS Corporation. She noted URS has designed the City's 2006 Storm Drainage Repair Programs.

Ruth Hopkins moved the City Council approve the agreement with URS Corporation in the amount of \$64,742.00 for design services for Project 190718: 2007 Storm Drainage Repair Program. The motion was seconded by David Belz and passed unanimously.

Communications Committee

Consider Publishing Agreement for Community Profile

Andrew Wang stated First Choice Publishing & Communications approached the City with a proposal to publish community profile magazines in 2006, 2008 and 2010 at no cost to the City. First Choice would sell ads to area businesses to cover the publication costs. The front cover will include art work selected by the City. These

magazines would be given to new residents and others seeking information about the City. Mr. Wang noted the last community profile done by the City was done in 2001.

On behalf of the Communications Committee, Andrew Wang moved the City Council approve a publishing agreement with First Choice Publishing & Communications for publication of a Prairie Village Community Profile magazine in 2006, 2008 and 2010. The motion was seconded by Al Herrera and passed unanimously.

Mayor Shaffer confirmed the Communications Committee would oversee the publication of the magazine.

Prairie Village Arts Council
Somerset/Lee Blvd. Sculpture

David Belz reported the Arts Council recently reviewed a revised proposal for the sculpture at Somerset and Lee Blvd. Members of the Prairie Village Arts Council met with the sculptor and Leawood Arts Council to come up with a different design that provides for more sculpture and aesthetics on the Prairie Village side of the island. The new design was approved by the Arts Council and is being returned to the Council for approval. Bob Endres stated the designer was very responsive to Prairie Village comments. He noted the colored panels on the sculpture are stained glass and will be internally lit and show on all sides of the sculpture. It is his understanding that the City of Leawood has approved the revised design.

Wayne Vennard confirmed there are no signs on the island identifying either Prairie Village or Leawood and noted he felt that should be included in the agreement.

Diana Ewy Sharp stated she cannot support this structure as Village Vision is coming out and it will discuss the treatment of gateways to the City and she felt this is a key gateway. She felt to take action at this time was premature.

Laura Wassmer stated she would agree, but noted there are two other islands in the same area that could be used by the City. She felt the approval of this sculpture was a win/win situation for both cities.

Andrew Wang stated he still had a problem with Leawood taking action in error and then bringing it to the City for approval after the fact. He noted officials of the City of Leawood have not appeared before the Council to confirm their support of this artwork nor to seek permission to use City land.

Mayor Shaffer stated Leawood is not trying to force anything on the City. The artwork was designed for an island they felt was located within their City and when it was determined that it was not made contact through the cities' respective city attorneys.

Al Herrera sees this as a free gift of art to the City. He likes the new design. He noted Village Vision was supposed to be out in December and is still not available. He feels our residents would be pleased with the City getting this beautiful artwork without spending city funds.

David Belz noted the Village Vision report will not contain any specific recommendations for this property that has been vacant for the past 50 years. He strongly supports the placement of the revised sculpture on this property.

Mayor Shaffer noted the next step would be for the Council to approve the revised design for the sculpture and direct the City Attorney to draft an agreement for the use of the land by the City of Leawood.

Ruth Hopkins moved the City Council approve the placement of the revised sculpture design on the island at Somerset/Lee Blvd by the City of Leawood and support to the approval of an agreement to be written by the City Attorney for the use of the Land by the City of Leawood. The motion was seconded by David Belz.

Mrs. Ewy Sharp asked how vandalism would be handled. Bob Endres responded the City of Leawood agrees to maintain the sculpture and address any vandalism issues. He noted the sculpture is designed to have low maintenance. Mrs. Ewy Sharp asked that the maintenance and repair of the sculpture by Leawood be included in the agreement

Al Herrera confirmed the City would not be selling the island. Katie Logan, representing the City Attorney's office, stated the agreement would probably be in the form of an easement.

The motion was voted on and passed by a vote of 9 to 2 with Wang and Ewy Sharp voting "nay".

Park & Recreation Committee

Diana Ewy Sharp encouraged all the Council members to attend the dedication of Prairie Park on Monday, September 4th from 1 to 3 p.m.

Mrs. Ewy Sharp asked Chief Grover to address recent incidents at the skate park and parks.

Chief Grover stated in the past year his department has had 57 calls to the skate park not including calls that extended into Harmon Park originating from activities at the Skate Park. 43 of those calls occurred during the period between May and September when the skate park was heavily used. He noted there were fewer calls this summer than last summer. However, the two recent incidents have created media attention to the skate park.

Crime Prevention Officer Dan Robles is working to improve the perception of the skate park as a safe place for youth. The department has encouraged its officers to walk through the parks. Chief Grover noted that the number of calls has decreased and the big violations requiring work by detectives have decreased. There has been more

interaction between the youth at the skate park and the individuals using Harmon Park creating calls.

Laura Wassmer asked if the City has had complaints from other areas such as the shopping centers and schools regarding skateboarders. Chief Grover stated he was not aware of his School Resource Officer having any complaints, so the Skate Park appears to have provided the spot for youth to congregate. Al Herrera noted there have not been any incidents at Prairie School.

OLD BUSINESS

Consider 2007 Budget for the City of Prairie Village

David Belz moved the approval of the 2007 budget ordinance as certified in the amount of \$27,611,000 with ad valorem tax in the amount of \$4,459,764. The motion was seconded by Diana Ewy Sharp.

Ruth Hopkins questioned the \$27 million value. She thought the 2007 budget total was \$21.9 million. Barbara Vernon responded that for budget purposes the state requires the City include in the budget total the amount transferred to the Capital Improvements Program.

David Belz stated the budget also includes solid waste and CARS funding money which are simply passed through

Andrew Wang noted on page 165 of the budget document is a breakdown of the 2007 budget showing the expenditures by program of \$21,991,500 and the transfer from the Capital Improvement Fund of \$5,619,500 for a total budget of \$27,611,000.

Mayor Shaffer asked how a councilmember should respond to a question asking the city's budget for 2007. Mrs. Vernon replied the response should be \$21,991,500 as it was published. She noted that both the Notice of Publication and the Certificate of Budget are submitted to the County.

A roll call voted was taken on Ordinance 2030 approving, adopting and appropriating by fund the budget of the City of Prairie Village for the year beginning January 1, 2007 with the following votes cast: "aye" Herrera, Kelly, Wang, Wassmer, Daniels, Clark, Vennard, Ewy Sharp and Belz; "nay" Hopkins, Voysey. Mayor Shaffer declared the ordinance adopted.

David Belz moved the City Council adopt Ordinance 2131 attesting to the increase in taxes levied for budget year 2007 necessary to finance public services for the City of Prairie Village. The motion was seconded by Diana Ewy Sharp.

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

NEW BUSINESS

Consider declaration of Unsafe Structure due to fire at 7618 Mohawk

Katie Logan, acting as the City's Public Officer, presented before the City Council a statement and documentation of conditions supporting the request for the declaration of the house located at 7618 to be declared an unsafe or dangerous structure pursuant to PVMC Chapter IV Buildings and Construction, Article 5 Nuisances and Unsafe Structures, Sections 4-502(h), 4-503 and 4-506 and K.S.A. 12-1750 *et seq.* The documentation submitted provided descriptions of exterior and interior trash and debris and extensive fire damage resulting from a fire on July 28, 2006.

In accordance with the established procedures, the City Council must adopt a resolution that sets a date, time and place for a "show-cause" hearing at which the City's public officer and Codes Administration Department will present evidence sufficient enough for the Governing Body to decide whether such action should be taken. The proposed resolution drafted by Ms Logan sets the hearing for Monday, October 2nd at 7:30 p.m.

Andrew Wang moved the City Council adopt Resolution 2006-05 fixing a time and place and providing for notice of a hearing before the governing body to show cause why the structure at 7618 Mohawk Drive should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. The motion was seconded by Laura Wassmer and passed unanimously.

Declaration of Nuisance

Marcia Gradinger, City Code Enforcement Officer, asked the City Council to also adopt a resolution declaring that a nuisance exists on the exterior of this property. Ms. Gradinger, showed pictures depicting an accumulation of worn out, broken and worthless items including but not limited to lawnmowers, weed eaters, bicycles, and other assorted lawn and yard tools and miscellaneous equipment parts; extensive accumulation of trash, garbage, refuse and debris, rodents and mosquito infestation, decomposing food, trash refuse and fire damage.

Ms Gradinger explained that under the terms of the resolution the property owner would be notified and ordered to remove and abate from the property the things described as a nuisance no later than 10 days from the date of service of the resolution to the owner or agent. She noted that Ms Logan will draft the resolution for signature by the Mayor and she would deliver it to the property owner by the end of the week.

Ms Logan stated her only concern with the resolution would be if Stanley Siggs, the 92 year-old property owner, is found not competent the resolution would not be valid. Ms Gradinger stated actions are being taken to give power of attorney and/or guardianship to a friend who Mr. Siggs has been residing with on Aberdeen, and he is aware of the potential action to be taken by the City.

Eugene Mika, 7612 Mohawk, asked the Council to take immediate action, noting the smell from the debris and rodents and mosquitoes are becoming more prevalent each day.

Laura Wassmer asked what options the City had, if a lien could be placed on the property. Ms Logan responded that ultimately the City could place a lien. She noted the notice of abatement allows for 10 days for the owner to take action or request a hearing. If a hearing is requested and the owner presents an appropriate plan for abatement of the property, the Council has the option to grant an extension. Mr. Herrera noted an extension was granted by the Council in another situation. Ms Logan stated it is important to get the action moving so the issues can be resolved as quickly as possible.

Wayne Vennard noted the safety issues existing on the property and urged movement.

Andrew Wang asked how the City would ensure that appropriate notice was given. Ms Logan responded the city will monitor the situation and ensure that someone legally responsible and competent receives notification and has the competency to request a hearing. The resolution would be personally served by Ms Gradinger.

Darlene Shull, who resides at 7614 Mohawk two houses down from this property, acknowledged that Mr. Siggs has been collecting items for several years and does not feel that he will agree to get rid of his "treasures". She seeks the City's assistance in getting this problem resolved.

Wayne Vennard moved the City Council adopt a resolution determining that a nuisance exists at 7618 Mohawk and ordering the abatement of the nuisance as drafted by the City Attorney. The motion was seconded by Laura Wassmer and passed unanimously.

ANNOUNCEMENTS

Pat Daniels announced that Mayor Ron Shaffer was recently elected to serve as Board Member on the National Association of Regional Councils (NARC) Board of Directors. Mr. Daniels also announced that the home at 7805 Mission Road was recently recognized by Kansas City Homes and Gardens Magazine with the silver award for maintenance provided homes in Kansas.

Committee meetings scheduled for the next two weeks include:

Park & Recreation Committee	8/09/2006	7:00 p.m.
Sister City	8/14/2006	7:00 p.m.
Council Committee of the Whole	8/21/2006	6:00 p.m.
City Council	8/21/2006	7:30 p.m.

=====
The Prairie Village Arts Council is pleased to feature a pastel exhibit by Mike Walsh, John Roush and Doug Bennett in the R.G. Endres Gallery during the month of August. The opening reception will be held on August 11th at 6:30 p.m.

The final moonlight swim is August 11th.

School hours for the pool begin on August 14th - the pool opens at 4:30 p.m. weekdays.

The pool closes for the season September 4th at 6:00 p.m.

Dedication of Prairie Park on September 4th from 1 p.m. to 3 p.m.

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

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

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 10:20 p.m.

Joyce Hagen Mundy
City Clerk

**CONSIDER DISPOSAL OF FIXED ASSETS #0458, #0468, #0489,
#1424, #1532, #1589, AND #1590**

Background:

The fixed assets listed above are no longer usable and can be disposed of by auction or by trash.

Asset #1532 is a 1998 portable radio that is not repairable and will be trashed.

Asset #1590 is a color printer purchased in 1998 that repair parts are not available and will be trashed.

Asset #0458 is a 1988 John Deere Backhoe/Loader. In attempt to repair the emergency brake, the mechanics found the floor 85% rusted away under the mat. The cost to rebuild the cab is not cost effective. This unit is rarely used and is more practical to rent a backhoe when one is needed. This unit will be sent to auction.

Asset #0468 is a 1993 service truck. A replacement truck has been received and placed into service. This unit will be sent to auction.

Asset #0489 is a 1985 vibratory tamper. The unit is worn and is not cost effective to repair. In the future, a tamper will be rented when needed. This unit will be sent to auction.

Asset #1424 is a 1997 Toro Mower. A replacement mower has been received and placed into service. This unit will be sent to auction.

Asset #1589 is a 1999 Howard Price Mower. The cost of repair is not economical. A replacement unit is in the 2007 Budget. This unit will be sent to auction.

Financial Impact:

The values receive from the auction will be deposited in the appropriate city account.

Recommendation:

Public Works staff recommends the trashing of Asset #1532 and Asset #1590, and depositing by auction Asset #0458, #0468, #0489, #1424 and #1589 with proceeds from the auction being placed in the appropriate City account.

**CONSIDER AGREEMENT JOHNSON COUNTY AIRPORT COMMISSION TO USE
NEW CENTURY AIRPORT**

Background:

Each year Public Works uses the New Century Airport of snowplow training. Two goals are accomplished. First, this is the first opportunity for employees to reacquaint themselves with snow plowing skills, which they have not used since last winter. Second, the APWA Metro Chapter runs a snowplow and equipment competition in October, which we send contestants based on the results of the training.

The agreement is for use of the airport facility for this training from September 1, 2006 to August 31, 2007. The agreement is the same as last year.

Financial Impact:

There is a \$50.00 per day fee. Public Works intends to use the airport for two days. The other costs are for employee time and equipment usage.

Recommendation:

Staff recommends the City Council 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.

DRIVERS' TRAINING AREA USE AGREEMENT

THIS DRIVERS' TRAINING AREA USE AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2006, by and between the BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, by and through the OFFICE OF FINANCIAL MANAGEMENT, RISK MANAGEMENT DIVISION, JOHNSON COUNTY, KANSAS ("County") and City of Prairie Village, Kansas ("User").

WITNESSETH:

WHEREAS, the Johnson County Airport Commission ("Airport Commission") and the County have entered into that certain "Drivers' Training Area Lease Agreement" dated August 26, 1998 ("Lease"), whereby the Airport Commission leased an abandoned runway at New Century AirCenter, New Century, Kansas, to the County for use as a drivers' training area("training area"); and

WHEREAS, User is a municipality or government agency and desires to use the drivers' training area for training User's employees; and

WHEREAS, the County is agreeable and willing to grant User a license to use the training area upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the County and User agree as follows:

1. The County hereby grants User a license to use the training area described which is located at the end of closed runway 14/32 at the New Century AirCenter, as shown and described on Exhibit 1 hereto, together with a non-exclusive easement for reasonable access thereto. The training area shall only be used by User as a drivers' training area as set forth in the Procedures for Use of Drivers Training Area ("Procedures"), which is attached hereto as Exhibit 2 and incorporated herein. User shall comply with all the terms and conditions set forth in the Procedures. The license granted under this Agreement is non-exclusive and does not prohibit the County from entering into Drivers' Training Area Use Agreements with other municipalities and governmental agencies.

2. The term of this Agreement shall be Sept 1, 2006 to Sept 1, 2007 . This Agreement is subject to renewal upon written agreement and approval of the parties.

3. User shall pay to the County a licensing fee in the amount of \$ 50.00 per day , which shall be due and payable upon billing by the County .

4. User will not assign or transfer this Agreement without the prior written consent of the County.

5. User shall defend, indemnify, and hold harmless the County from and against any and all costs, damages, losses, or liabilities (including reasonable attorneys' fees) and any and all claims of loss or liability related to or arising out of the use of the training area by User. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the County.

6. User acknowledges that a portion of the County's adjoining property is used as a public airport facility and as a public safety facility. User shall not keep, maintain, or operate any equipment on the Drivers' Training Area which interferes with the aviation-related or public safety-related uses of the County's property. User further agrees to use the Drivers' Training Area in a manner which will not disturb the occupancy of the Airport Commission's tenants. In the event the Airport Commission or the County determines User's equipment or operations interferes with aviation-related or public safety-related facilities or operations, then User expressly agrees that modification or termination of User's use of the Drivers' Training Area may be required by the County. User waives all claims for damages against the County which may arise out of such modification or termination.

7. If User fails or refuses to comply with or otherwise violates or breaches any of the terms of this Agreement or the Procedures, or if the Airport Commission or County determines termination is required pursuant to paragraph 6 above, the County may, at its option, elect to terminate this Agreement immediately. Upon termination of this Agreement, the license granted under this Agreement will cease and User will immediately remove its equipment from the Drivers' Training Area.

8. User shall bear the entire risk of loss or damage related to or arising out of its use of the Drivers' Training Area from any cause whatsoever. User may be required to provide proof of commercial general and/or automobile liability insurance.

9. The County expressly disclaims any express or implied warranties or representations as to the condition, maintenance, or repair of the Drivers' Training Area and as to the suitability of the Drivers' Training Area for any use intended by User. User acknowledges and agrees that it knowingly accepts the Drivers' Training Area "as is".

USER

OFFICE OF FINANCIAL MANAGEMENT,
RISK MANAGEMENT DIVISION,
OF JOHNSON COUNTY

By: _____

By: _____

Ronald L. Shaffer, Mayor

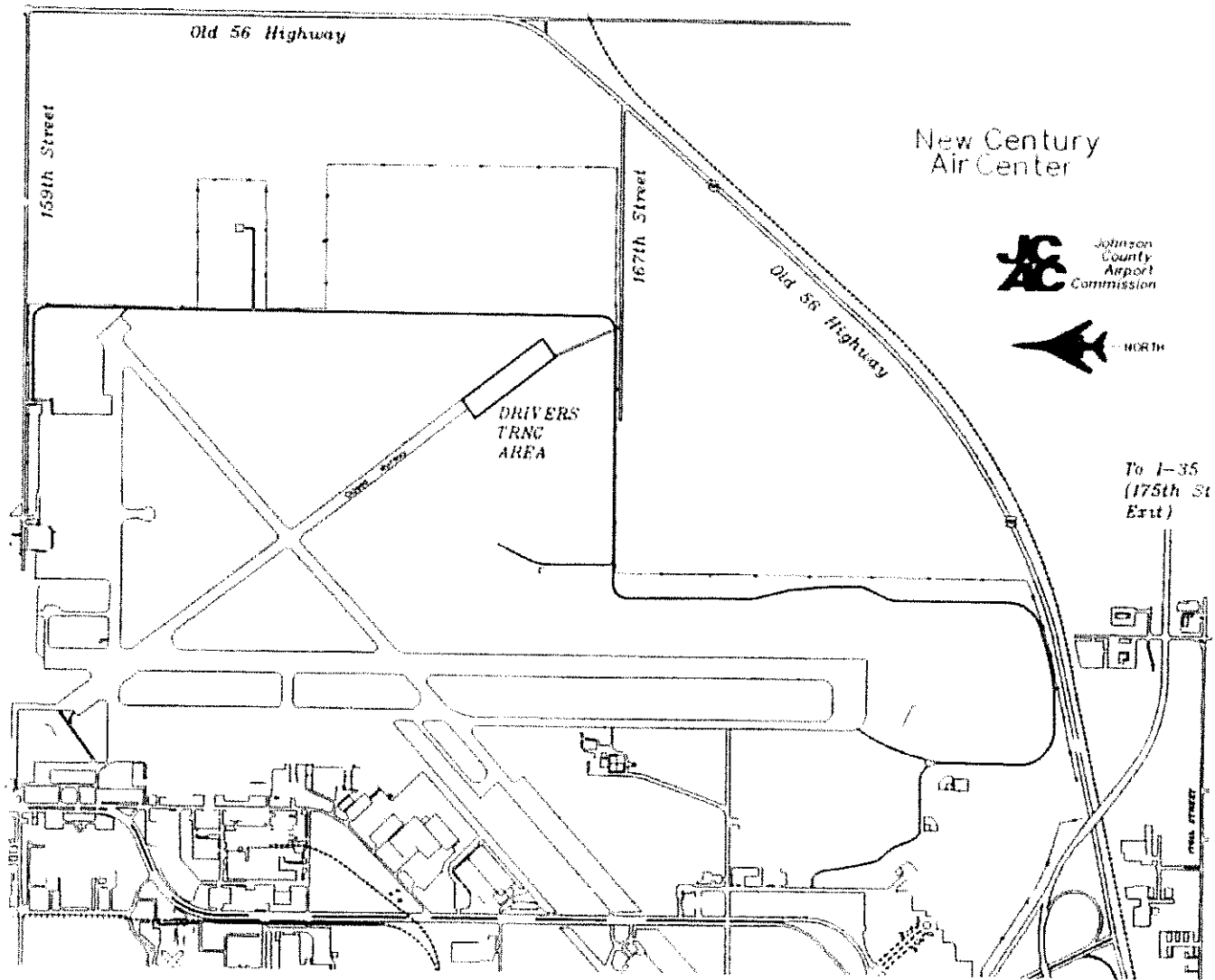
Terry A. Sinclair, Risk Manager

Printed name and title

Attested:

Joyce Hagen Mundy, City Clerk

Charles E. Wetzler, City Attorney



CONSIDER PROJECT 190717: 2006 STORM DRAINAGE REPAIR PROGRAM

Background:

On Friday, August 11, 2006, the City Clerk received bids for the above project. Only one bid was received. It was from Dennis Johnson Construction, Inc. The project bid contained five sub-projects with individual bids. The bid results are:

Sub-Project 190717-1: Harmon Park Rain Garden

Contractor Bid - \$191,985.30 Engineer Estimate - \$97,113.75

Sub-Project 190717-2: 3700 83Rd Street Channel Replacement

Contractor Bid - \$198,461.00 Engineer Estimate - \$91,376.25

Sub-Project 190717-3: SW Corner 67th Street and El Monte Street

Contractor Bid - \$66,164.38 Engineer Estimate - \$30,474.45

Sub-Project 190717-4: Brush Creek Channel Repairs Lamar Ave to Nall Ave

Contractor Bid - \$464,860.00 Engineer Estimate - \$388,225.00

Sub-Project 190717-5: Brush Creek Channel Repair Roe Ave to 74th St

Contractor Bid - \$331,373.32 Engineer Estimate - \$295,484.00

The total bid amount is \$1,252,844.00. The total engineer estimate is \$902,673.45. The available construction funds are \$510,000.00.

Based on the disparity in bid versus engineer estimate versus budget funds, Public Works staff is requesting rejection of the bid received. After further review of the costs, the Staff will consider project scope revision and new bid date.

Financial Impact:

The financial bid impact is limited to the cost for advertising the bid.

Recommendation:

Public Works staff recommends the City Council reject the bid from Dennis Johnson Construction, Inc., for \$902,673.45 for Project 190717.

CONSENT AGENDA

CONSIDER 800 MHZ REBANDING AGREEMENT WITH TUSA CONSULTING SERVICES

Issue:

Should the City of Prairie Village approve a consulting agreement with TUSA Consulting Service L.L.C.?

Background:

The Federal Communications Commission (FCC) has given approval to Sprint/Nextel to obtain radio frequencies in the 800 MHz band. The company wants to expand its bandwidth in that area and has agreed it will make whole those public safety agencies in the bandwidth that must give up frequencies for this agreement.

Many public safety agencies in the Kansas City area, including Prairie Village, are in the 800 MHz area. Due to the complexity and cost of this rebanding, it was going to be necessary for each agency to hire a radio consultant to make sure that no harm would come to their system and we would be left with the same radio capabilities as in the past. MARC has decided that it is prudent for them to hire one such radio consultant for all public safety agencies rather than have each government hire their own.

The attached agreement is with TUSA Consulting through the umbrella of MARC. As you can see from Page No. 3, there will be no cost to the City of Prairie Village -- all costs are paid by Sprint/Nextel as per the FCC agreement. The City Attorney has approved the agreement.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT WITH TUSA CONSULTING SERVICES L.L.C.

800MHz Rebanding Consultant Services Agreement

Section I: Introduction

City of Prairie Village, KS (Owner) on this day, July 31, 2006 agrees to retain Tusa Consulting Services, LLC. (TCS) to provide radio communications consulting services on a contingency basis, supportive of the Owner's need to retune existing 800MHz radio operations. Owners license call sign has been identified as WPEJ208 in the Federal Communications Commission (FCC) Universal License System (ULS) database, and the estimates supplied below are based upon the information contained therein. Copies of the licensing information contained in the ULS database is attached to this contract in Appendix B. TCS is not responsible for any misrepresentations or false statements contained in the ULS database. Owner is responsible to insure that the information reported to the FCC is accurate and reflects Owner's current 800MHz radio network configuration.

Using the information contained in the FCC's ULS database and interaction with owner, TCS has summarized the Owners Public Safety radio network as the following. Owner operates a, single site 3-channel EDACS trunked public safety radio network manufactured by M/A-COM, supporting up to 210 users (WPEJ208). Of the 3 channels, one channel falls between 815-821 MHz in the newly planned expansion band, and therefore is elected to be retuned.

TCS has summarized its rebanding efforts into 11 action items in Phase I, and 8 action Items in Phase II. These action items encompass most of the efforts required to be performed by each rebanding entity, and mirror those published by the Transition Administrator (TA) in their recently released and revised Rebanding Handbook. Unfortunately, there may be hidden conditions which will not become apparent until rebanding efforts are underway. TCS does not and will not represent to Owner that it has complete knowledge of Owner's existing 800MHz radio network, nor will TCS bear any financial responsibility for additional consulting fees or delays that may result from hidden conditions that become apparent during Owner's rebanding effort. The TA has represented that there are mechanisms in place to modify rebanding funding should such conditions arise during the rebanding process.

TCS believes that Owner's adherence to this two Phase approach will lead Owner to deliver a complete retuning document to NEXTEL accurately identifying and documenting most (if not all) of the Owner's costs for rebanding, and result in Owner's successful completion of the rebanding process. Through its meetings and discussions with the Owner, TCS understands that Owner has limited manpower and financial resources to dedicate to rebanding, and thus desire a turnkey rebanding process. TCS accepts responsibility for all action items selected by the Owner, as outlined in Appendix A. Furthermore, TCS warrants to Owner that those action items will be completed in a professional manner and on time as not to delay the Owner in his/her rebanding negotiations with NEXTEL.

TCS, through its rebanding experience supporting various other clients, has determined rough cost estimates and consulting time required to perform the various rebanding tasks identified below. As with any estimate, certain assumptions (consultant's experience with 800MHz trunked radio networks combined with brief knowledge of Owner's radio network and the rebanding process), must be made in order to arrive at a reasonable expectation of work effort and cost associated with each rebanding action item. Such assumptions are based upon existing network infrastructure and user parameters. Conditions such as the age of the network, number of infrastructure sites and users, number of channels located at each site and the number of channels to be retuned, digital versus analog, simulcast versus multisite, combined with vendor and Owner input, are all taken into consideration while developing a cost estimate for consultant

rebanding services. TCS' cost estimations will become more accurate as rebanding proceeds and new consulting experience can be incorporated into the estimation process.

Owner is requesting a comprehensive cost estimate for TCS technical service support for the 800MHz Rebanding Assistance. Attached in Appendix A are Overview Tables and Detailed Statements of Work summarizing our cost estimate for 800MHz Rebanding Assistance. The total cost for TCS rebanding assistance services is estimated to be \$59,026. TCS realizes that there may be some action items which will not be reimbursed by NEXTEL. Both TCS and Owner are aware that such non-reimbursable action items will only be determined at the time of negotiations with NEXTEL. Furthermore, TCS understands that Owner does not desire to perform any services which are not reimbursed by NEXTEL. TCS will *not* perform any action item which is not reimbursed by NEXTEL unless Owner specifically request such services in a separate agreement, which will not be a part of this agreement.

Section II: Rebanding Action Items

TCS, through its interaction with Owner, has identified those areas which we believe Owner should perform in its rebanding efforts. The tables presented in Appendix A outline our estimate for the performance of the 11 Action Items in Phase I, Planning and Negotiation and 8 Action Items in Phase II, Implementation. There may be unknown existing conditions discovered once rebanding services have commenced, which can adversely affect this cost estimate. Therefore, this estimate is supplied to the Owner for *budgetary purposes only*. TCS will invoice NEXTEL (with Owners review and approval) for *actual* consulting services performed to complete each of the action items necessary to satisfy FCC rebanding requirements. As re-stated by the FCC, NEXTEL will be responsible for the entire cost associated with rebanding.

Section III: Consultant Hourly Rate

TCS shall provide all of the above services on a time basis for the average hourly rate of \$135 per hour, per assigned consultant. This rate is what will be used to calculate TCS consulting costs for rebanding.

Section IV: Sub-Contracting

In order to provide the necessary services in accordance with the Transitional Administrator's (TA) Plan, it may be necessary for TCS to provide and deploy multiple TCS consulting resources to time-critical phases. TCS would advise the Owner of those instances when use of multiple consultant resources is likely, however, it is anticipated that such needs would be highly variable due to the complexities and differences of each system requiring rebanding.

Section V: Travel Expenses

Reasonable business travel and related on-site expenses, supportive of the Owner's specific rebanding project, will be invoiced to NEXTEL at *actual* cost, per reimbursement schedules agreed upon by NEXTEL and Owner.

Section VI: Owner Expenses

By Order of the FCC (Order 04-186), NEXTEL is required to compensate the Owner for all costs necessary in the preparation and retuning of Owner's existing 800MHz radio system. This

compensation is *inclusive* of radio consulting fees, radio vendor rebanding services as well as internal costs, if those can be properly identified and documented.

Section VII: Compensation

Although the monies expended by the Owner in developing a rebanding plan and cost proposal to be submitted to NEXTEL are recoverable, TCS requires progress payments during the course of its work in assisting the Owner with the NEXTEL Plan development. These progress payments will be clearly identified and outlined in a Pre-Planning/Planning funding request that TCS will prepare and submit to NEXTEL with Owner's review.

TCS will not commence planning work until a Pre-Planning funding request is approved and received by NEXTEL. Once Pre-Planning funding request is received, TCS invoicing of NEXTEL (with Owner review and approval) would commence based upon the payment schedule outlined in the Pre-Planning funding request.

TCS shall assist Owner with developing a Pre-Planning/Planning funding request and payment schedule with NEXTEL (direct payment from NEXTEL to TCS). This Pre-Planning/Planning funding request should clearly identify the amount of funds required to perform Pre-Planning/Planning activities by TCS and Owner, as well as a payment schedule. Furthermore, Owner agrees to assist TCS with recovery of funds from NEXTEL for rebanding assistance in accordance with any pre-planning funding or rebanding funding agreements that Owner negotiates with NEXTEL. Such assistance will be in the form of timely review and approval of invoices and forwarding of such invoices to NEXTEL in a timely manner.

Section VIII: Terms of Payment

Based upon the Pre-Planning/Planning funding request payment schedule, TCS will invoice NEXTEL for services provided to Owner regarding the rebanding assistance. Said invoice will include a description of services provided, date, number of hours, and hourly rate charged. Invoice will also include any expenses incurred by TCS for providing such services to include outside consultants assistance, travel, lodging, licensing, etc. Upon reception of invoice, Owner has 30 days to review invoice and reconcile any differences in billed services. If there are no disputes regarding the invoice, Owner agrees to approve the invoice within 15 days, and forward the invoice to NEXTEL for processing and payment. If payment is not received within 30 days from NEXTEL, owner agrees to contact NEXTEL and assist TCS with any additional information that may be required to expedite payment. If payment is not received within 90 days after invoice approval and delivery to NEXTEL, and TCS will cease to perform any additional 800MHz rebanding services. Should Owner default on Agreement, all unpaid material and services will remain the property of TCS until payment for services is received for services rendered. Violation of this Agreement does not alleviate NEXTEL from financial obligations to TCS per pre-planning funding or rebanding funding agreements.

Notwithstanding, any other provision of the Agreement, the Owner shall not be obligated to pay any of the fees and costs contemplated by this Agreement. All fees and costs shall be paid by NEXTEL as required by the FCC Report and Order 04-186.

Section XI: Indemnification

TCS shall hereby release, indemnify, defend and hold harmless Owner (its employees and agents) from any and all claims, loss, liabilities, damages, demands, judgments, costs or expenses (including attorneys' fees and expert witness fees) of any kind or nature which TCS (its employees or agents) or any other third party may have which arise directly or indirectly under any theory of law from TCS' conduct or performance of the services or products provided to Owner in connection with this agreement.

Section XII. Miscellaneous

- 12.1. **Severability.** Any section which is found to be unenforceable or in violation of any local, State, or Federal statute will be renegotiated between TCS and Owner. The need for renegotiation of any section of this Agreement due to a conflict with existing local, State, or Federal statute will not affect the enforceability of the remaining sections included in this Agreement.
- 12.2 **Multiple Counterparts, Section Titles, Photocopies.** The parties may execute this agreement in multiple counterparts or originals, and each shall be valid and binding as if all parties hereto had executed the same original. The original agreement or photocopies are valid as the original.
- 12.3 **Entire Agreement** This constitutes the entire agreement, and supersedes any previous agreement, written or verbal, regarding the retainer of TCS for 800MHz rebanding services only. The execution of this agreement does not void existing written Agreements for other services that TCS may be providing Owner, unless specifically stated in this agreement. Any subsequent agreements must be in writing. However, the parties agree to cooperate with each other to ensure that any incidental document necessary to accomplish anything in this agreement is duly and promptly executed.
- 12.4 **Jurisdiction.** The laws of the State of Kansas shall govern this agreement.
- 12.5. **Arbitration.** Any dispute between the parties arising in any matter related this agreement shall be subject to mandatory, exclusive and binding arbitration in Kansas, which arbitration shall be governed by the Federal Arbitration Act.
- 12.6 **Attorney Fees.** Should either party undertake litigation or arbitration against the other party which arises directly or indirectly from or in connection with this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, expenses, and costs of court or arbitration.

12.7 **Joint Drafting of Agreement** The parties jointly drafted this agreement, and if any part is deemed ambiguous, it shall not be interpreted against either party merely on that basis.

Approved as to Content:

By: _____

By: _____

Gilbert G. Stock, Jr.
Managing Member

Address:

Tusa Consulting Services, LLC.
3416 Metairie Heights, Ave.
Metairie, LA 70002

Address:

Date: _____

Date: _____

Approved as to form:

Approved by
Communications System Manager

City Attorney

MEMORANDUM

DATE: August 21, 2006
TO: City Council
FROM: Employee Events Committee
RE: Employee Appreciation Dinner

Background:

Employee Appreciation Dinner:

For the past couple of years, the Employee Appreciation Dinner has been held in February at the New Theatre Restaurant. The Employee Events Committee met and discussed the dinner. The committee agreed that they really like the New Dinner Theatre event and would like to do it again. 200 Reservations have been made for the February 9, 2007 showing of *Leading Ladies*, with the *Love Boat's* Bernie Kopell. The Committee also discussed renting a room at the Theatre before the show to have time to mingle with each other. The cost of the room is \$65.00 and there would be a cash bar available.

The average cost per employee is \$50.00.

Recommendation:

Employee Appreciation Dinner:

Approval of The New Theatre Restaurant Contract for the Employee Appreciation Dinner will be included on the Consent Agenda.

COUNCIL ACTION REQUIRED
CONSENT AGENDA

Employee Events Committee:

Penny Mann	City Clerk Staff	Debra Templeton	Public Works
Karen Kindle	Finance	Shawn Broz	Public Works
Jeanne Koontz	Administration	Ivan Washington	Public Safety
Barbara Hunter	Municipal Court	Susan Glenn	Public Safety

New Theatre Restaurant Group Sales Contract

9229 Foster Street

Overland Park, Kansas 66212

Phone: 913-649-0103 ext. 116, 118 • Toll Free: 866-333-7469 • Fax: 913-649-8710

Website: www.newtheatre.com • E-mail: groups@newtheatre.com

Customer Number 9942

Jeanne Koontz
City Of Prairie Village
7700 Mission Road

Shawnee Mission, Kansas
66208, USA
913 381 7755
913 381 6464 x 4207
Email: jkoontz@pvkansas.com

Order # 12287	Order Date Aug 09, 2006
Performance NTLL09FEB07E	Performance Date Feb 09, 2007 06:00 PM
Invoice Date Aug 09, 2006	Sales Rep mrose
Total Seats 200	

TICKETS	QTY	DESCRIPTION	PRICE EACH	TOTAL
Leading Ladies '06-'07, Friday Evening Feb 09, 2007 07:40 PM	60	B=Orchestra - Group Ticket	39.00	2,340.00
	80	C=Dress Circle - Group Ticket	37.00	2,960.00
	60	A=Grand Orchestra - Group Ticket	40.00	2,400.00

SERVICE CHARGES	QTY	CHARGE TYPE	PRICE EACH	TOTAL
Group Gratuity - Gratuity for Waiters	200	Performance	2.00	400.00
Drink and Dessert Dollars - Drink and Dessert Dollars	1	Performance	0.00	0.00
Special Occasion Packages - Birthday and Anniversary Packages	1	Performance	0.00	0.00

Comments/Announcements

\$10 DDD's

Deposit: A deposit in the amount stated must be received by the date listed or reservations will be released. Deposits are applied towards final payment. Please include order number on all payments.

Final Payment: Must be received by the date listed above or the reservation will be cancelled. Please mail payments before the due date to insure receipt by the deadlines listed. NTR is not responsible for mail that is lost or misdirected.

Contract: One signed copy of the contract must be returned with the final payment. Complete front and back.

Cancellations: Prior to the final payment, cancellations over 30% will be subject to a \$5.00 per person penalty. All deposits and final payments are non-refundable or non-transferable. Extra tickets will not be refunded or exchanged. NTR reserves the right to cancel reservations if contract, deposits or final payments are not received by the dates listed.

This contract, the terms/conditions listed on the tickets, and the Amenity Contract (see back) constitute an enforceable agreement between you and the New Theatre Restaurant.

I have read this contract and agree to its terms.

TICKETS:	7700.00
SERVICE CHARGES:	400.00
TOTAL:	8100.00
PAYMENTS:	0.00
DEPOSIT DUE:	1000.00
DEPOSIT DUE DATE:	Nov 10, 2006
BALANCE DUE:	8100.00
BALANCE DUE DATE:	Jan 10, 2007

Group Leader: _____ Date: _____

Disabilities/special needs within your group should be discussed with NTR upon receipt of contract. All seats are reserved and guests are seated according to the reserved table printed on their ticket. Please distribute all tickets to group members before arriving at NTR.

Gratuity is included in the ticket price for the salad and beverage service. Additional gratuity is appropriate on all additional purchases.

Please see Amenity Contract on back.

New Theatre Restaurant Meeting Room Contract

9229 Foster Street
Overland Park, Kansas 66212
Phone: 913-649-0103 ext. 116, 118 • Toll Free: 866-333-7469 • Fax: 913-649-8710
Website: www.newtheatre.com • E-mail: groups@newtheatre.com

Customer Number 9942

Order #

12428

Jeanne Koontz
City Of Prairie Village
7700 Mission Road

Total Guest in Room

200

Room Date

Feb 09, 2007 05:00 PM

Shawnee Mission, Kansas
66208, USA
913 381 7755
913 381 6464 x 4207
Email: jkoontz@pvkansas.com

TICKETS	QTY	DESCRIPTION	PRICE EACH	TOTAL
Marquee Room 2006/2007, Friday Evening Feb 09, 2007 05:00 PM	200	A=Grand Orchestra - Group Comps	0.00	0.00
SERVICE CHARGES	QTY	CHARGE TYPE	PRICE EACH	TOTAL
Marquee/Regency Room Charge -	1	Miscellaneous	65.00	65.00

Room Available:

After 10:00am for matinee and 4:30pm for an evening performance. To ensure sufficient time for meal service, guests must leave the meeting room by 12:45pm for a matinee performance or 6:45pm for an evening performance.

Room set-up by: _____ AM/PM Guest arrival time: _____ AM/PM

SERVICE CHARGES: 65.00

TOTAL: 65.00

PAYMENTS: 0.00

BALANCE DUE: 65.00

BALANCE DUE DATE: Jan 10, 2007

Seating Arrangements:

Cocktail Seating: _____ Theatre Style Seating: _____

Number of Chairs: _____

Beverage Service:

Host Bar: _____ Cash Bar: _____

Beer, wine, and soft drinks only: _____ Beer, wine, soft drinks, and cocktails: _____ Premium: _____ House: _____

For a host bar, you will be charged for the actual amount served to your guest PLUS 15% gratuity. For a cash bar, all individual drink prices include gratuity. All drink prices include the appropriate Kansas State Sales Tax.

For a Host Bar, you will be presented with the total bill at the conclusion of the performance for payment.

We accept all major credit cards and company or organizational checks.

_____ (Group Leader) will be in attendance and is responsible for payment.

Please Note: No outside food or beverage is allowed on the premises. All meeting room reservations must be confirmed no less than seven days in advance of the reservation date. This contract is not valid unless one signed copy is returned to New Theatre.

Group Leader: _____ Date: _____

Amenity Contract

Please choose only one of the following options.

As part of the group price, each group member will receive their choice of one beverage (coffee, tea or a soft drink) and unlimited refills on that choice. Please indicate below which amenity package you, as the group leader, would like to include for your group.

Purchased in Advance—with tickets

Drink & Dessert Certificates: Used toward any purchase in the theatre. Valid on contracted performance date only.

_____ \$5.00 X \$10.00 \$_____ (other)

Purchased at Performance—Please initial next to your amenity choice for additional non-alcoholic beverages, drinks, and desserts to be purchased by the group leader. Any amenities not covered by the group leader will be charged to each individual at the performance.

***Non-Alcoholic Beverages:** Non-alcoholic flavored coffee, flavored tea, lemonade, milk, bottled waters, juice, non-alcoholic (virgin) drinks, and specialty drinks with no alcohol.

***Alcoholic Drinks:** All drinks with alcohol and non-alcoholic beers.

- _____ 1. **Beverages:** All additional non-alcoholic dinner beverages.
- _____ 2. **Dessert:** Choice of one dessert per person from the menu.
- _____ 3. **Beverages & Dessert:** All additional non-alcoholic dinner beverages & choice of one dessert per person from the menu.
- _____ 4. **Drinks:** All individual alcoholic drinks and any additional non-alcoholic beverages.
_____ check here if you would like **maximum of two** alcoholic drinks
- _____ 5. **Drinks and Dessert:** All individual alcoholic drinks, any additional non-alcoholic beverages, plus one dessert per person from the menu.
_____ check here if you would like **maximum of two** alcoholic drinks
- _____ 6. **No Amenities:** Group members will pay for their own individual additional non-alcoholic beverages, alcoholic drinks, and desserts.

You will be charged the menu price of the amenity items selected plus 15% server gratuity and the appropriate Kansas sales tax at the conclusion of the performance for payment.

We accept all major credit cards and company or organizational checks.

Please return a signed copy of the Amenity Contract at least 30 days prior to your contracted date.

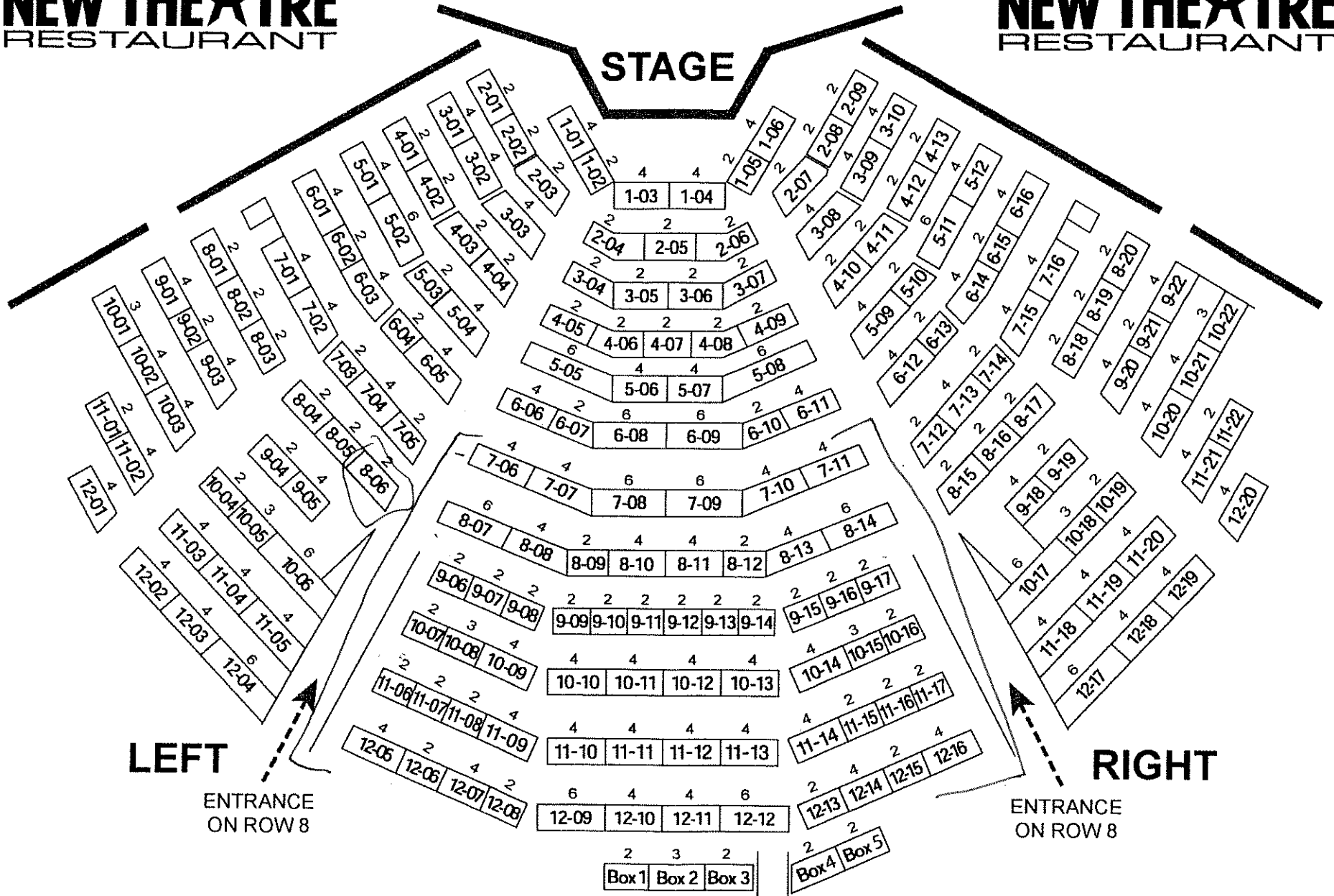
I have read this contract and agree to its terms:

Group Leader

Date

02/15/05 msr

SEATING CHART



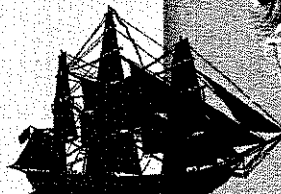
Love Boat's

Bernie Koppel

Starring in Leading Ladies

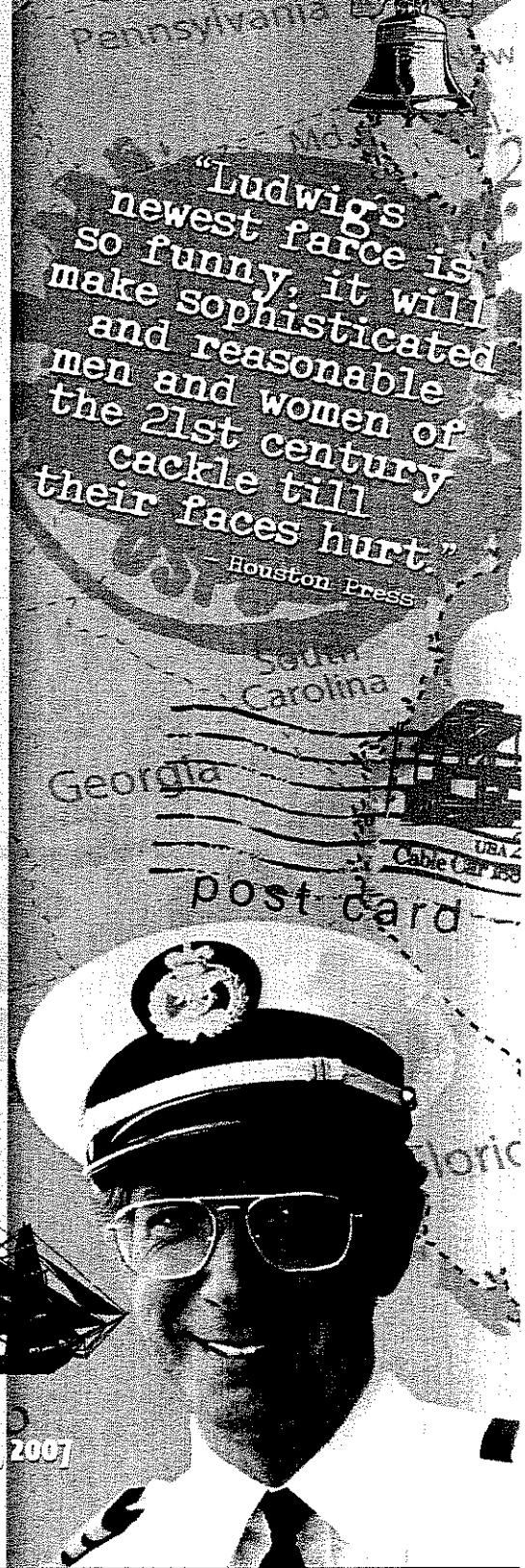
by Ken Ludwig

When two trained Shakespearian actors, who have been reduced to the Moose Lodge circuit, hear about a dying dowager who plans to leave her vast fortune to two long-lost relatives they concoct a plan. If they can convince the old lady that they are her rightful heirs, they can inherit a cool million dollars a piece. Their acting talents are really put to the test when they discover that the long-lost relatives they are to impersonate are nieces! LEADING LADIES is romantic entanglements, mistaken identities, wildly improvised schemes and a lot of laughs! It's CHARLIE'S AUNT meets SOME LIKE IT HOT.



November 15, 2006 - February 10, 2007

Single tickets on sale August 7, 2006
Group tickets on sale NOW!



"Ludwig's newest farce is so funny, it will make sophisticated and reasonable men and women of the 21st century cackle till their faces hurt."
- Houston Press

CONSIDER INTERLOCAL AGREEMENT WITH CITY OF OVERLAND PARK FOR TRAFFIC SIGNALS

Background:

In a recent discussion with the City of Overland Park, both cities had difficulty locating the various Interlocal agreements for traffic signals. These traffic signals are owned, operated and maintained by Overland Park. Over the years, signals have been modified and procedures have also changed. The attached Interlocal agreement creates a new agreement for the operation and maintenance of traffic signals shared between the two cities.

The agreement for the first time specifies the monthly rates for each traffic signal. Data has been provided by Overland Park and reviewed by Prairie Village Public Works staff. Public Works staff determined the rates to be fair and equitable.

Financial Impact:

There may be some minor differences in the total fees paid.

Recommendation:

Public Works Staff recommends the City Council approve the Interlocal Agreement with the City of Overland Park for maintenance and operation of shared traffic signals.

AN AGREEMENT BETWEEN THE CITIES OF OVERLAND PARK, KANSAS AND PRAIRIE VILLAGE, KANSAS, FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the CITY OF OVERLAND PARK, KANSAS ("Overland Park") and the CITY OF PRAIRIE VILLAGE, KANSAS ("Prairie Village"), each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, various signalized intersections, listed in Appendix "A", attached hereto and incorporated herein by this reference and as may be amended or supplemented by the parties hereto from time to time, are located partially in each city; and

WHEREAS, the Governing Bodies of both cities have previously approved the installation of traffic signal systems at each listed intersection; and

WHEREAS, K.S.A. 12-2908 authorizes the parties hereto to cooperate in operating and maintaining the aforesaid traffic signal systems which are the property of the two cities; and

WHEREAS, the Governing Bodies of the cities have determined to enter into this agreement for the aforesaid purpose as authorized and provided for by K.S.A. 12-2908 and K.S.A. 68-169; and

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

WHEREAS, the Governing Body of Overland Park, Kansas, 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 above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the cities agree as follows:

1. DURATION OF AGREEMENT: The cities agree that this Agreement shall exist for the lifetime of the traffic signal systems, unless sooner terminated by written notice presented by either party.
2. PURPOSE OF THE AGREEMENT: The purpose of this Agreement is to fund the operation and maintenance of traffic signal systems at the signalized intersections listed in Appendix "A", a portion of each intersection being situated within Overland Park and Prairie Village.
3. OWNERSHIP OF SYSTEM: The cities acknowledge that the traffic signal systems are owned and maintained as indicated in Appendix "A".
4. SHARING OF COSTS: The cities shall pay the percentages shown in Appendix "A", consisting of the electrical energy costs and maintenance costs needed to operate each of the various systems. Overland Park will provide, maintain, and make available personnel and all general and special equipment, materials, supplies, and inventories necessary for the performance of the routine service work contemplated herein as replacement of the lamps, fuses, relays, load switches, flashers, signal heads, lenses, video detection equipment, and detector amplifiers, etc. for the listed signals as indicated in Appendix "A". Overland Park will not be reimbursed for any component or part of any traffic signal equipment, which is provided to Overland Park at no cost. In order to reimburse the Overland Park for its carrying costs and general expenses associated therewith (including a portion of Overland Park's general plant facilities related to traffic signal and operations, such as mobile and portable radios and other communications equipment, stored equipment, testing equipment, office furniture and supplies, structures and improvements, and building space), the City of Prairie Village, Kansas, shall each quarter pay the City of Overland Park therefore at the respective monthly rates shown in Appendix "A". The rates will be reviewed annually, adjusted according to the Customer Price index for All Urban Consumers (CPI-U) for the Kansas City Metropolitan Region (KCMR), and revised as appropriate on the next quarterly billing. The monthly maintenance rates do not include non-routine service, such as

knockdowns, fire repairs, detector loops, and major modifications; actual costs involved shall be shared proportionately by each city in the ownership percentages outlined in Appendix "A". The Appendix "A" will be amended by April 1 of each year to allow inclusion in Prairie Village's budget. Prairie Village reserves the right to request support details for maintenance costs charged by Overland Park.

5. DISPOSAL OF PROPERTY ON AGREEMENT TERMINATION: The cities being the owners of the various systems under this Agreement shall continue to own same at the termination of the Agreement. This ownership shall be in the same percentage as shown in Appendix "A".

6. ADMINISTRATION OF PROJECT: The maintenance and operation of the traffic signals shall be administered by the Governing Body of Overland Park, Kansas, acting by and through its Director of Public Works, who shall be the principal public official designated to administer said public project; in this capacity, he is empowered to do all things reasonably necessary to cause the maintenance and operation of said systems.

7. CHANGES, MODIFICATIONS, UPGRADES AND ADDITIONS: The Public Works Directors of both cities shall review and agree to any changes, modifications, upgrades and additions to any traffic signal partially owned by each party. The review and agreement shall apply to improvements requested by regional agencies (i.e., MARC) or any other agency.

8. PLACING AGREEMENT IN FORCE. The attorney for Overland Park, Kansas, shall cause this Agreement to be executed in three parts. Both cities shall receive a duly executed copy of this Agreement for their official records.

9. PREVIOUS AGREEMENTS: All previous individual agreements covering the operation and maintenance of one or more of the traffic signal systems listed in Appendix "A" are presumed by each of the parties to be in effect up to the date of this Agreement at which time they will be superseded by this Agreement as executed.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in three (3) parts by each of the cities on the day and year first above written. This Agreement shall become effective _____.

CITY OF OVERLAND PARK, KANSAS

CARL GERLACH
MAYOR

ATTEST:

APPROVED AS TO FORM:

MARIAN COOK
CITY CLERK

JANE NEFF-BRAIN
SENIOR ASSISTANT CITY ATTORNEY

CITY OF PRAIRIE VILLAGE, KANSAS

RONALD L. SHAFFER
MAYOR

ATTEST:

APPROVED AS TO FORM:

JOYCE HAGEN MUNDY
CITY CLERK

CHARLES E. WETZLER
ATTORNEY FOR THE CITY

APPENDIX "A"

AMENDED MAY 18, 2006


**TRAFFIC SIGNAL SYSTEMS
LOCATED PARTIALLY IN OVERLAND PARK AND PRAIRIE
VILLAGE, KANSAS**

NUMBER	LOCATION	OWNERSHIP		MAINTENANCE RESPONSIBILITY		ELECTRICAL ENERGY COSTS		MONTHLY RATES Effective 6/01/06
		% Overland Park	% Prairie Village	Overland Park	Prairie Village	% Overland Park	% Prairie Village	
1	67 th St & Nall Ave	25*	50*	X		25*	50*	\$78.36
2	71 st St & Nall Ave	25	75	X		25	75	\$117.54
3	75 th St & Nall Ave	25	75	X		25	75	\$117.54
4	75 th St & Lamar Ave	50	50	X		50	50	\$78.36
5	79 th St & Lamar Ave	50	50	X		50	50	\$78.36
6	83 rd St & Lamar Ave	75	25	X		75	25	\$39.18
7	83 rd St & Nall Ave	25	75	X		25	75	\$117.54
8	8500 Block & Nall Ave	50	50	X		50	50	\$78.36
9	87 th St & Nall Ave	50	50	X		50	50	\$78.36
10	91 st St & Nall Ave	50	50	X		50	50	\$78.36
11	95 th St & Nall Ave	75	25	X		75	25	\$39.18
12	95 th St & Rosewood	50	50	X		50	50	\$78.36
13	95 th St & Roe Ave	50	50	X		50	50	\$78.36
14	95 th St & Mission Rd	50**	25**	X		50**	25**	\$39.18
							TOTAL	\$1,097.04

* The remaining 25% is shared with the City of Mission, Kansas

** The remaining 25% is shared with the City of Leawood, Kansas

CITY OF PRAIRIE VILLAGE

TO: MAYOR & CITY COUNCIL
FROM: DOUG LUTHER 
SUBJECT: COURT SOFTWARE SUPPORT AGREEMENT
DATE: 8/16/2006
CC:

The City contracts with Training @ Your Place for support and maintenance of the Municipal Court Software system. The current support agreement is about to expire.

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

Recommendation:

RECOMMEND THE CITY COUNCIL 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 WITH FUNDS FROM THE 2006 MUNICIPAL COURT BUDGET.

This item has been placed on the 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 Municipal Court 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 20 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 \$1500.00.
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

M E M O R A N D U M

DATE: August 21, 2006
TO: City Council
FROM: Park & Recreation Committee
RE: Prairie Park Dedication

Background:

The Prairie Park Dedication will be held on September 4, 2006 from 1-3 pm. Kelly & Diana Werts will be providing the musical entertainment for the dedication. A contract has been signed by Kelly Werts and needs to be approved by Council. The musicians do not have liability insurance.

Recommendation:

Approve an agreement with Kelly & Diana Werts for the Prairie Park Dedication concert and waive insurance requirement as listed in 5d.

COUNCIL ACTION REQUIRED
CONSENT AGENDA

ENTERTAINMENT AGREEMENT

THIS ENTERTAINMENT AGREEMENT, (hereinafter "Agreement") is made and entered into this 16th day of August, 2006, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Kelly & Diana Werts (hereinafter "Musician").

WHEREAS, the City is sponsoring an event, entitled Prairie Park Dedication, for the general public which is to be held on September 4, 2006; and

In consideration of the mutual promises and covenants contained herein, Musician and City agree as follows:

1. Type of Service Provided: the Musician agrees to provide the following services:

Dedication Concert
2. Hours of Operation: The Musician shall provide services from 1:00 p.m. through 3:00 p.m. on September 4, 2006.
3. Compensation: In consideration for the entertainment provided, the City shall pay to the Musician the amount of \$500, to be paid to Kelly Werts following the Performance on September 4, 2006.
4. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event of cancellation, the City agrees to pay the Musician a fee of one half the amount agreed upon for services.
5. Indemnity:
 - a. The Musician agrees to defend, indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

- b. The Musician is responsible for all items left on the Prairie Park premises, including, but not limited to, those items left in and around Musician's location during and after the hours of operation and at the conclusion of the Prairie Park Dedication. Musician shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Musician is on Musician. City shall not be responsible for loss of or damage to Musician's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
- c. Musician is responsible for and agrees to reimburse City for any damage caused by Musician to City's property or to property being used by the City.
- d. Musician shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said policies shall be provided to City on or before August 17, 2006.

9. Notification: Notification and any other notices under this Agreement shall be made as follows:

City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464


10. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to the Prairie Park Dedication.

11. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

MUSICIAN

By: _____
Printed Name: _____
Title: _____
Date: _____

By: 
Printed Name: Kelly M. Werts
Title: Musician
Date: 8-16-06

**LEG2004-11
Westwood**

Consider Building Inspection Agreement with the City of

Issue:

Should the City enter into an agreement with the City of Westwood to share Building Inspector services?

Background

Both Prairie Village and Fairway have small building inspection programs. During the construction season or when inspection staff is on vacation or sick, it can be difficult for both cities to provide prompt responses to contractors' and homeowners' inspection requests.

The City of Westwood has requested the ability to enter into an inspector sharing agreement with the City of Prairie Village. Under the proposed agreement, either City could request building inspection services from the other city. The city receiving the request would have the option of honoring the request. However, it would not be mandatory. The fee for these services would be \$25/hour, and the cities would reconcile on a quarterly basis.

Prairie Village has had a similar agreement with the City of Fairway, which has worked well for both cities without placing unreasonable burdens of either city's staff.

Recommendation

**RECOMMEND THE CITY COUNCIL APPROVE AN AGREEMENT
BETWEEN THE CITY OF PRAIRIE VILLAGE, KANSAS AND THE CITY
OF WESTWOOD, KANSAS FOR MULTI-JURISDICTIONAL BUILDING
INSPECTION SERVICES
COUNCIL ACTION REQUIRED**

**AGREEMENT BETWEEN THE CITY OF WESTWOOD AND THE CITY OF
PRAIRIE VILLAGE FOR MULTI-JURISDICTIONAL BUILDING
INSPECTION SERVICES**

This Agreement for multi-jurisdictional building inspection services (the "Agreement") is made pursuant to K.S.A. section 12-2908, by and between the City of Westwood, Kansas, a Kansas municipal corporation, and the City of Prairie Village, Kansas, a Kansas municipal corporation (collectively referred to as the "Parties").

RECITALS

WHEREAS, K.S.A. section 12-2908 authorizes municipalities to contract with each other to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform; and

WHEREAS, as authorized by statute, the Parties both operate Departments that are engaged in activities relating to permitting, inspection, and plan review services within the area of their respective jurisdictions ("Building Inspection Services"); and

WHEREAS, the Parties desire to enter into this Agreement to allow the Parties to assist each other by providing Building Inspection Services in times of need to allow for more efficient and effective use of public resources and to improve the quality of services provided.

NOW THEREFORE, pursuant to K.S.A. section 12-2908, and in consideration of the mutual advantage received by each Party, the Parties enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT

The purpose and intent of this Agreement is for the Parties to assist each other by providing Building Inspection Services for each other in times of need. Upon the need of the requesting Party, the other Party shall provide Building Inspection Services in accordance with the requesting Party's adopted building, electrical, plumbing, mechanical or other applicable codes; provided, that the other Party shall not be required to provide such service to the detriment of its ability to service its own needs. As detailed hereafter, the requesting Party shall reimburse the other Party for any Building Inspection Services provided in accordance with this Agreement.

II. PARTIES' RESPONSIBILITIES

1. A Party requesting Building Inspection Services shall give the other Party a minimum of one (1) working day's notice whenever practicable. A request for such service shall be made in person or by telephone to the other Party's Building Official or Inspector designated below. The requesting Party shall timely provide the Building Official/ Inspector all documentation and other information necessary for the requested Building Inspection Services. Both Parties hereby reserve the right to refuse a request for

services in the event that staffing levels are not sufficient to meet the Party's own needs. At all times each Party shall fully maintain the direction and control of its own employees, and at no time shall said employees be considered the employees of the other Party.

2. When providing Building Inspection Services, each Party agrees to:
 - a. Provide all labor, technical, administrative, professional, and other resources, which are requested and necessary to perform the specific Building Inspection Services in accordance with the requesting Party's adopted codes (including any local amendments). This includes attendance at the requesting Party's meetings as necessary, including its City Council, Planning Commission, or Board of Zoning Appeals meetings or Municipal Court.
 - b. Consult as necessary with the property owner or the property owners contractor, developer, designer or other appropriately designated agent to facilitate any necessary corrections.
 - c. Prepare and provide a formal written inspection report for each inspection provided. Said inspection report shall be provided to the requesting Party and, if appropriate, to the property owner or the property owner's contractor, developer, designer or other appropriately designated agent. Said inspection report shall detail the inspection services provided, and verify whether the inspected property and structure is in compliance with the requesting Party's adopted codes. In the event of any noncompliance, the inspection report shall detail such non compliance and any work required to bring said property/structure into compliance.

III. ADMINISTRATION AND COMPENSATION

1. This Agreement shall be administered by the City of Westwood, acting by and through its designated representative, who shall be the City of Westwood public official designated as Project Administrator.
2. Each Party shall be responsible for timely submitting its invoices to the Project Administrator for any Building Inspection Services provided pursuant to this Agreement. The Parties agree to pay each other twenty-five dollars (\$25) per hour for all Building Inspection Services provided in accordance with this agreement.
3. On a quarterly basis, the Project Administrator shall prepare a written summary detailing all Building Inspection Services provided as of such time by either or both Parties, and the invoice amount for the same. The Parties agree to pay their respective amounts due within sixty (60) days of the receipt of the Project Administrator's written summary.

IV. TERM

This Agreement shall be effective for a term of three (3) years from the Effective Date determined below; provided, either Party may terminate this Agreement at any time by providing the other Party with not less than thirty (30) days' written notification of the Party's intent to terminate the Agreement.

V. INDEMNIFICATION AND INSURANCE

1. To the extent permitted by the law, each Party hereby agrees to indemnify, defend, and hold harmless the other Party, the other Party's Building Official/ Inspector, and the other Party's elected officials, officers, and other employees from and against all claims, demands, losses, damages, liabilities, administrative and judicial proceedings and orders, judgments and all expenses or costs of any kind, including but not limited to reasonable attorney's fees, defense costs, and expenses arising directly or indirectly, in whole or in part, out of the other Party's provision of Building Inspection Services in accordance to this Agreement. This indemnification paragraph shall survive the termination of this Agreement.

2. During the term of this Agreement each Party shall at its own expense maintain General Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) per occurrence and one million (\$1,000,000.00) annual aggregate. In addition, each Party shall maintain Errors & Omissions Coverage Insurance in the amount of one million (\$1,000,000.00) per occurrence and annual aggregate. Each Party shall furnish the other Party with certificates of insurance evidencing the foregoing coverage and naming the other Party as an additional insured. A violation of this provision may be treated by either Party as a material breach allowing it to immediately terminate this Agreement.

3. Each Party shall maintain Worker's Compensation Insurance in an amount equal to or greater than the minimum amount required by statute. Each Party shall furnish the other Party with a certificate of insurance evidencing the foregoing coverage and naming the other Party as a certificate holder. With respect to any Worker's Compensation claim, it is the Parties' intent that each Party shall be responsible for any such claim made by its own employees, even if such claim arises from any work performed for the other Party under this Agreement. Each Party hereby releases the other Party from all liability for loss due to any act or neglect of the other Party resulting in an injury to a Party's employee. In making this release, each Party agrees that it will use its best efforts to cause its insurer to waive any subrogation rights which the insurer might have against the other Party with respect to expenses incurred or amounts paid under such policies on behalf of the insured Party. A violation of this provision may be treated by either Party as a material breach allowing it to immediately terminate this Agreement.

VI. NOTICES

As stated above, any request for Building Inspection Services shall be made in person or by telephone to the other Party's Building Official or Inspector designated below. Any

other notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given if (i) delivered to the Party at the address set forth below, (ii) if transmitted by facsimile when confirmation of transmission is received, (iii) deposited in the U.S. Mail by registered or certified mail, return receipt requested, to the address set forth below, or (iv) given to a recognized and reputable overnight delivery service to the address set forth below:

To the City of Westwood:

Attn:
Building Inspector
City of Westwood
4700 Rainbow Blvd.
Westwood, KS 66205
(913) 362-1550; (913) 362-3308

With a copy to

Attn: Kathleen McMahon
City Clerk
City of Westwood
4700 Rainbow Blvd.
Westwood, KS 66205
(913) 362-1550; (913) 362-3308

To the City of Prairie Village:

Attn: Jim Brown
Building Official
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66205
(913) 381-6464; (913) 381-7755 fax

With a copy to

Attn: Doug Luther
Assistant City Administrator
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66205
(913) 381-7755 fax

or at such other address, telephone number or fax number, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section.

VII. MISCELLANEOUS PROVISIONS

1. **Entire Agreement.** This written Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereto. This Agreement cannot be amended except in writing executed by both Parties. It is also understood that this Agreement may later be amended or supplemented to allow other cities to participate.

2. **Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraph or of this Agreement nor in any way affect this Agreement.

3. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as possible and be legal, valid and enforceable.

4. **Waiver.** The failure to enforce or remedy any noncompliance of the terms and conditions of this Agreement shall not constitute a waiver of either Party's rights or a waiver of the obligation as herein provided.
5. **Preparation of Agreement.** This Agreement has been prepared by the combined efforts of the Parties and is not to be construed against any Party.
6. **Assignably.** This Agreement is not assignable in whole or in part.
7. **No Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this agreement.
8. **Retention of Records.** Pursuant to law, the Parties must keep and maintain accurate books of records and accounts in accordance with generally accepted accounting principles of liabilities and obligations incurred under this Agreement and all paper , files, accounts, reports and all other material relating to work under this Agreement and must make all such materials available at any reasonable time during the term of this Agreement and for five (5) years from the date of termination for audit, inspection and copying upon any Party's request.
9. **General Compliance with Laws.** The Parties are required to comply with all applicable federal and state law and local ordinances and regulations.
10. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Kansas.
11. **Authority of Signatory.** Each Party represents and warrants that it is a duly formed and validly existing municipal corporation under the laws of the State of Kansas, and that the individual executing this Agreement on behalf of the Party is authorized and empowered to bind the Party.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.
13. **Effective Date.** This Agreement shall become effective and binding only upon the execution of this Agreement by both Parties. The Effective Date of this Agreement shall be on the last date of execution by the Parties indicated below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date(s) cited below by their respective Mayors upon the approval of their Governing Bodies.

THE CITY OF WESTWOOD, KANSAS

THE CITY OF PRAIRIE VILLAGE, KANSAS

By: _____

By: _____

Mayor of the City of Westwood

Mayor of the City of Prairie Village

Date: _____

Date: _____

ATTESTED TO:

ATTESTED TO:

City Clerk of the City of Westwood

City Clerk of the City of Prairie Village

Date: _____

Date: _____

INSURANCE COMMITTEE

August 7, 2006

The Insurance Committee met Monday, August 7, 2006. Present: Chairman Wayne Vennard, Charles Clark, Larry McPherron, and Dick Callahan. Also present: Bob Frankovic from Cretcher Lynch and Barbara Vernon.

Workers Compensation Insurance Coverage

Bob Frankovic said that the City's workers compensation was provided by carriers in the volunteer market for several years until most companies went out of the business of providing this coverage for first responders. He said he has searched the volunteer market every year but insurers will not provide coverage for the City because they do not want to cover police officers. He said companies are normally not concerned about the officers on duty in Prairie Village but if officers are required by a major incident to provide assistance in a more dangerous environment, the companies do not want to insure that additional risk.

The City has been in the assigned risk pool for the past three years, Continental Western provides the coverage. Frankovic said there are insurance pools available in the area that have a good reputation and strong financial statement. Both KMIT and KERIT are considered financially solid however, A.M. Best will not rate them because they do not have value that meets the A.M. Best requirements, these pools are referred to as "financially deficient" by this insurance industry measurement.

Three years ago the City increased the deductible amount on workers compensation coverage to \$5,000. Since a majority of the City's claims are below that amount, the change resulted in an 8.8% premium reduction. The City established a \$25,000 Reserve Fund which is used to finance costs of injuries that do not exceed the deductible amount. That Reserve is replenished periodically but has never exceeded the amount of premium saved by increasing the deductible.

Because of the significant reduction in claims during the past three years, the City's experience modification rate decreased forty points and is now, 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 2006-2007 will be \$140,441.

Committee members discussed the pools which could offer additional savings; however, they agreed since the trusts are not guaranteed by the Kansas Workers Compensation Fund, assuming the risk connected with participation in an insurance pool is not worth the risk.

Frankovic said he will continue looking for other carriers that might be willing to provide coverage because of the improved rating of the City.

Wayne Vennard asked Frankovic if there would be additional savings if the City authorized a higher deductible. The current \$5000 deductible results in a 10.6% premium saving. A \$10,000 deductible would result in an additional saving of 4% or \$7,000. Frankovic said he reviewed the City's experience for the past few years and found there have been no cases in which the loss was between \$5000 and \$10,000.

Larry McPherron made the following motion which was seconded by Charles Clark and approved with a unanimous vote:

**RECOMMEND COUNCIL APPROVE WORKERS COMPENSATION
COVERAGE WITH CONTINENTAL WESTERN WITH A \$10,000
DEDUCTIBLE FOR THE PLAN YEAR BEGINNING OCTOBER 12, 2006
AND ENDING 10/12/2007 AT AN ESTIMATED COST OF \$131,906 AND
INCREASE THE INSURANCE RESERVE FUND AN ADDITIONAL
\$20,000 TO \$45,000 TOTAL.**

COUNCIL ACTION REQUIRED

Bob Frankovic asked Barbara Vernon to check the Premium Basis Estimated Total Annual Remuneration for each employee category against the 2007 budget to make sure estimates on which the premium is based are reasonably accurate.

The motion will be submitted for approval to the City Council at the September 5th meeting.

Wayne Vennard said he would like to investigate premium reductions possible on other City insurance coverages if deductibles are increased. Bob said he will bring that information to the next meeting.

The meeting adjourned at 4:50 p. m.

Wayne Vennard
Chairman

CONSIDER MISSION HILLS 2007 PUBLIC SAFETY BUDGET

COUNCIL COMMITTEE

COU 2006-23

Issue:

Should the City of Prairie Village approve the Public Safety budget proposal to the City of Mission Hills for the 2007 calendar year?

Background:

Each year, the City of Prairie Village determines a proposed Public Safety budget for the City of Mission Hills.

The 2007 budget for the City of Mission Hills will be \$1,114,385, which is a 5.46 percent increase over the 2006 budget. The increase takes into account the approved 2007 Public Safety Budget established by the Prairie Village City Council. This is the third year of the new formula to determine Mission Hills public safety costs. Attached you will find summary documentation of the 2007 budget by program for your review.

Recommendation:

Staff recommends the Council Committee approve the 2007 Public Safety Budget for the City of Mission Hills and forward the approved budget to the Prairie Village City Council for their consideration.

MISSION HILLS, KANSAS

2007

PUBLIC SAFETY BUDGET




PRAIRIE VILLAGE POLICE DEPARTMENT

CHARLES F. GROVER, CHIEF OF POLICE

INTEROFFICE MEMORANDUM

DATE: August 10, 2006

TO: Barbara Vernon
Prairie Village City Administrator
Courtney Christensen
Mission Hills City Administrator

FROM: Chief Charles F. Grover 

SUBJECT: 2007 MISSION HILLS PROPOSED PUBLIC SAFETY BUDGET

Attached is the proposed 2007 Mission Hills Public Safety Budget.

I am currently planning on submitting the document to the Council Committee of the Prairie Village City Council on August 21, 2006, where it could be approved the same night. This would allow the budget to be presented to the Mission Hills City Council during their September meeting.

This is the third year of the new budget format. As you can see, the 2007 budget request is a 5.46 percent increase over 2006.

If you have any questions, please give me a call.

CFG:jlw

Attachments

FINAL	ADMIN.	STAFF	CSO	CRIME	PATROL	INVEST.	SIU	DARE	PRO. ST.	OFF DTY.	TRAFFIC	TOTAL	06 BUDGET	GAIN/LOSS	%	
SALARY	4201	\$233,871	\$489,163	\$113,876	\$53,423	\$1,489,376	\$263,709	\$106,496	\$53,344	\$70,677		\$139,463	\$3,013,398	\$2,908,907	\$104,491	3.59%
OVERTIME	4202	\$1,000	\$14,500	\$750	\$1,250	\$123,900	\$15,000	\$6,800	\$1,250	\$1,300	\$50,000	\$6,000	\$221,750	\$207,150	\$14,600	7.05%
HEALTH	4300	\$19,506	\$96,678	\$21,801	\$12,389	\$238,362	\$43,637	\$14,520	\$12,224	\$5,122		\$26,476	\$490,715	\$434,931	\$55,784	12.83%
FICA	4400	\$17,500	\$38,531	\$8,770	\$4,183	\$123,414	\$21,322	\$8,668	\$4,178	\$5,441	\$3,825	\$11,128	\$246,960	\$241,612	\$5,348	2.21%
KPERS	4501	\$2,596	\$22,916	\$3,632									\$29,144	\$25,733	\$3,411	13.26%
SUP. PEN.	4502	\$7,717	\$20,429	\$3,376									\$31,522	\$31,254	\$268	0.86%
POL. PEN.	4503	\$12,000	\$5,054		\$3,646	\$98,300	\$17,988	\$7,260	\$3,637	\$4,698		\$9,628	\$162,211	\$135,126	\$27,085	20.04%
TOTAL		\$294,190	\$687,271	\$152,205	\$74,891	\$2,073,352	\$361,656	\$143,744	\$74,633	\$87,238	\$53,825	\$192,695	\$4,195,700	\$3,984,713	\$210,987	5.29%
UTILITIES	5100	\$53,240											\$53,240	\$52,500	\$740	1.41%
COMM.	5110		\$62,800										\$62,800	\$54,500	\$8,300	15.23%
INSUR.	5120	\$49,945	\$10,439	\$6,979	\$4,254	\$116,996	\$27,901	\$9,554	\$5,478	\$4,694	\$1,157	\$487	\$237,884	\$201,400	\$36,484	18.12%
TAX	5140													\$400	(\$400)	-100.00%
PRINTING	5150		\$3,400		\$700		\$200						\$4,300	\$4,300		
CONTRACT	5160	\$70,570	\$6,130	\$24,480	\$420	\$13,350	\$17,190	\$1,190	\$300	\$330			\$135,110	\$141,903	(\$6,793)	-4.79%
TRAINING	5170	\$5,000									\$1,150		\$53,800	\$50,100	\$3,700	7.39%
DUES/PUB.	5180	\$4,335	\$1,060	\$290	\$380	\$1,310	\$700	\$500	\$100	\$280		\$200	\$9,155	\$7,300	\$1,855	25.41%
VEH. MT	5190			\$1,300	\$300	\$32,700	\$4,500	\$500	\$400			\$5,300	\$45,000	\$44,200	\$800	1.81%
EQUIP MT.	5200		\$400										\$400	\$500	(\$100)	-20.00%
BLDG. MT.	5210	\$38,120											\$38,120	\$51,500	(\$13,380)	-25.98%
RENTAL	5230		\$410										\$410	\$400	\$10	2.50%
EQUIP. MT.	5240	\$3,040	\$114,800	\$250		\$9,000	\$100	\$550		\$600			\$129,040	\$115,200	\$13,840	12.01%
TOTAL		\$224,250	\$199,439	\$33,299	\$6,054	\$173,356	\$50,591	\$12,294	\$6,278	\$54,704	\$1,157	\$7,837	\$769,259	\$724,203	\$45,056	6.22%
OFF.SUP.	6300	\$730	\$12,000	\$100	\$100	\$800	\$400	\$200	\$100	\$100			\$14,530	\$13,400	\$1,130	8.43%
CLOTHING	6310	\$930	\$5,250	\$2,550	\$530	\$34,450	\$2,800	\$800	\$530	\$530			\$50,770	\$47,300	\$3,470	7.34%
VEH. SUP.	6320			\$4,140	\$550	\$45,690	\$3,450	\$1,380	\$370		\$2,400		\$60,220	\$47,200	\$13,020	27.58%
EQUIP. SUP.	6330	\$34,854	\$850	\$800	\$700	\$11,000	\$2,300	\$800	\$2,700			\$4,640	\$55,004	\$19,200	\$35,804	186.48%
BLDG. SUP.	6340	\$3,910			\$250							\$1,000	\$3,910	\$4,200	(\$290)	-6.90%
COMMOD.	6350	\$4,320	\$1,500										\$6,070	\$5,600	\$470	8.39%
TOTAL		\$44,744	\$19,600	\$7,590	\$2,130	\$91,940	\$8,950	\$3,180	\$3,700	\$630		\$8,040	\$190,504	\$136,900	\$53,604	39.16%
OFF. CAP.	7430		\$8,800										\$8,800	\$20,800	(\$12,000)	-57.69%
VEH. CAP.	7440					\$66,150							\$72,150	\$87,200	(\$15,050)	-17.26%
EQUIP.CAP.	7450					\$21,550	\$1,100					\$6,000	\$26,150	\$21,600	\$4,550	21.06%
TOTAL			\$8,800			\$87,700	\$1,100					\$9,500	\$107,100	\$129,600	(\$22,500)	-17.36%
STATE FEE																
BOND RED.	8500	\$200,000											\$200,000	\$190,000	\$10,000	5.26%
BOND INT.	8510	\$30,495											\$30,495	\$37,810	(\$7,315)	-19.35%
TOTAL		\$793,679	\$915,110	\$193,094	\$83,075	\$2,426,348	\$422,297	\$159,218	\$84,611	\$142,572	\$54,982	\$218,072	\$5,493,058	\$5,203,226	\$289,832	5.57%
2006BUDGET		\$751,218	\$862,077	\$167,878	\$61,940	\$2,288,729	\$441,989	\$148,829	\$78,999	\$133,905	\$49,142	\$218,520	\$5,203,226			
GAIN/LOSS		\$42,461	\$53,033	\$25,216	\$21,135	\$137,619	(\$19,692)	\$10,389	\$5,612	\$8,667	\$5,840	(\$448)				
%		5.65%	6.15%	15.02%	34.12%	6.01%	-4.46%	6.98%	7.10%	6.47%	11.88%	(\$448)				-0.21%

		ADMIN.	STAFF	PATROL	INVEST.	OFF DUTY	
SALARY	4201	\$233,871	\$673,716	\$1,628,839	\$476,972		
OVERTIME	4202	\$1,000	\$16,550	\$129,900	\$24,300	\$50,000	
HEALTH	4300	\$19,506	\$123,601	\$264,838	\$82,770		
FICA	4400	\$17,500	\$52,742	\$134,542	\$38,351	\$3,825	
KPERS	4501	\$2,596	\$26,548				
SUP. PEN.	4502	\$7,717	\$23,805				
POL. PEN.	4503	\$12,000	\$9,752	\$107,928	\$32,531		
TOTAL		\$294,190	\$926,714	\$2,266,047	\$654,924	\$53,825	
UTILITIES	5100	\$53,240					
COMM.	5110		\$62,800				
INSURANCE	5120	\$49,945	\$22,112	\$117,483	\$47,187	\$1,157	
TAX	5140						
PRINTING	5150		\$3,400		\$900		
CONTRACT	5160	\$70,570	\$30,940	\$14,500	\$19,100		
TRAINING	5170	\$5,000	\$48,800				
DUES/PUB.	5180	\$4,335	\$1,630	\$1,510	\$1,680		
VEH. MT.	5190		\$1,300	\$38,000	\$5,700		
EQUIP. MT.	5200		\$400				
BLDG. MT.	5210	\$38,120					
RENTAL	5230		\$410				
EQUIP. MT.	5240	\$3,040	\$115,650	\$9,700	\$650		
TOTAL		\$224,250	\$287,442	\$181,193	\$75,217	\$1,157	
OFF. SUP.	6300	\$730	\$12,200	\$800	\$800		
CLOTHING	6310	\$930	\$8,330	\$36,850	\$4,660		
VEH. SUP.	6320		\$4,140	\$50,330	\$5,750		
EQUIP. SUP.	6330	\$34,854	\$1,650	\$12,000	\$6,500		
BLDG. SUP.	6340	\$3,910					
COMMOD.	6350	\$4,320	\$1,500		\$250		
TOTAL		\$44,744	\$27,820	\$99,980	\$17,960		
OFF. CAP.	7430		\$8,800				
VEH. CAP.	7440			\$72,150			
EQUIP. CAP.	7450			\$25,050	\$1,100		
TOTAL			\$8,800	\$97,200	\$1,100		
BOND FEE							
BOND RET.	8500	\$200,000					
BOND INT.	8510	\$30,495					
TOTAL		\$793,679	\$1,250,776	\$2,644,420	\$749,201	\$54,982	\$5,493,058
2006 BUDGET		\$751,218	\$1,163,860	\$2,507,249	\$731,757	\$49,142	\$5,203,226
GAIN/LOSS		\$42,461	\$86,916	\$137,171	\$17,444	\$5,840	
%		5.65%	7.47%	5.47%	2.38%	11.88%	\$289,832

PRAIRIE VILLAGE POLICE DEPARTMENT

PERSONNEL DISTRIBUTION

8/8/2006	Authorized	Actual	Admin.	Staff Serv.	Comm. Serv.	Crime Prev.	Patrol	Invest.	SIU	DARE	Prof. Stand.	TOTAL
Chief of Police	1	1	1									1
Captains	3	3		1			1	1				3
Sergeants	6	6	1				4					6
Corporals	5	5					4		1		1	5
Officers	31	29				1	22	4	1	1		29
SWORN	46	44	2	1	0	1	31	5	2	1	1	44
Office Manager	1	1	1									1
Communication Sup.	1	1		1								1
Dispatchers	6	6		6								6
Community Service	2	2			2							2
Records - Clerical	3	3		3								3
NON-SWORN	13	13	1	10	2	0	0	0	0	0	0	13
TOTAL	59	57	3	11	2	1	31	5	2	1	1	57

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MISSION HILLS FORMULA

YEAR	PRAIRIE VILLAGE	MISSION HILLS	PERCENT
1996	939	134	12.49%
1997	802	82	9.28%
1998	812	100	10.96%
1999	601	114	15.94%
2000	636	161	20.20%
2001	666	112	14.40%
2002	691	120	14.80%
2003	557	60	9.72%
2004	478	41	7.90%
2005	552	32	5.48%
TOTAL	6,734	956	12.43%

PERSONNEL ALLOCATIONS

Expenditure Program	Dept. Employees	Div. Employees	Div. %	Dept. %
Police Administration	3			4.92%
Staff Services	11			18.03%
Command		2	18.18%	
Communications		6	54.55%	
Records		3	27.27%	
Community Services	4			6.56%
Crime Prevention	1			1.64%
Patrol	30			49.18%
Command/Supervision		5	16.67%	
Prairie Village		16.8	56.00%	
Mission Hills		8.2	27.33%	
Investigations	5			8.20%
Special Investigations	2			3.28%
D.A.R.E.	1			1.64%
Professional Standards	1			1.64%
Traffic Unit *	3			4.92%
* New 2005 Budget				
TOTAL	61			100.00%

MISSION HILLS BUDGET FOR 2007

PROGRAM	2005	2006	2007	06-07 COMPARISON	%
Administration	\$56,942	\$69,210	\$74,399	\$5,189	7.5%
Staff Services	\$125,485	\$136,142	\$146,391	\$10,249	7.5%
Community Services	\$0	\$0	\$0	\$0	0.0%
Crime Prevention	\$6,986	\$7,659	\$10,290	\$2,631	34.4%
Patrol	\$651,618	\$687,805	\$720,150	\$32,345	4.7%
Investigations	\$57,764	\$54,921	\$52,499	(\$2,422)	-4.4%
Special Investigation	\$0	\$0	\$0	\$0	0.0%
D.A.R.E.	\$6,555	\$7,900	\$8,461	\$561	7.1%
Professional Standards	\$19,268	\$18,000	\$19,165	\$1,165	6.5%
Traffic *	\$0	\$0	\$0	\$0	0.0%
Court	\$71,399	\$75,095	\$83,030	\$7,935	10.6%
School Crossing	\$0	\$0	\$0	\$0	0.0%
Accounting	\$0	\$0	\$0	\$0	0.0%
TOTAL	\$996,017	\$1,056,732	\$1,114,385	\$57,653	

* New unit in 2005

% OF INCREASE	5.46%
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PUBLIC SAFETY

The Public Safety Department provides emergency dispatch services, police patrol, investigations, animal control and educational programs for the cities of Prairie Village and Mission Hills. Goals for the Department in 2007 will accomplish the Council's goals for the year:

Maintain a high level of City services by:

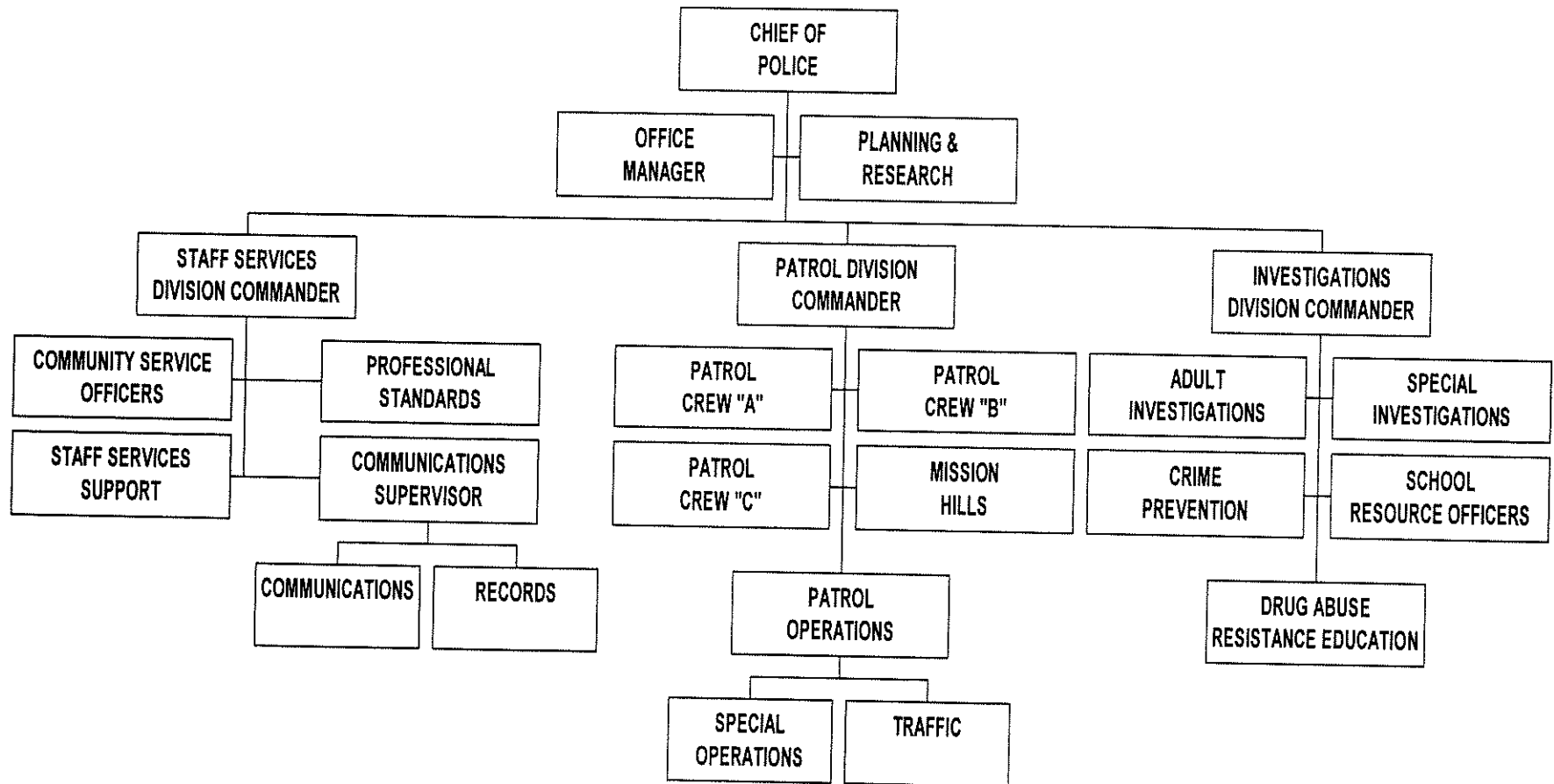
- Providing maximum degree of safety for Prairie Village and Mission Hills residents.
- Improving emergency management procedures for a City-wide response.
- Protecting the community from the dangers of illegal drugs.
- Increasing interaction between police employees and the community.
- Increasing community awareness of crime prevention.
- Ensuring a safe school environment for all students.

Total Public Safety

	2004 Actual	2005 Actual	2006 Budget	2006 Estimate	2007 Budget	% Inc./Dec. 06-07 Budget
Programs						
Administration	\$ 636,667	\$ 689,886	\$ 751,217	\$ 747,396	\$ 793,679	6%
Staff Services	1,085,035	1,141,567	1,163,859	1,148,540	1,250,775	7%
Patrol	2,068,526	2,435,471	2,507,251	2,424,746	2,644,420	5%
Investigations	646,777	656,351	731,756	731,131	749,202	2%
Off-Duty Contractual Services	51,120	49,469	49,143	49,421	54,982	12%
Total Public Safety	\$ 4,488,125	\$ 4,972,744	\$ 5,203,226	\$ 5,101,234	\$ 5,493,058	6%
Classification						
Personnel	3,381,649	3,636,361	3,984,713	3,896,519	4,195,700	5%
Contractual Services	659,066	746,027	724,203	724,330	769,259	6%
Commodities	121,452	137,399	136,900	126,175	190,504	39%
Total Operating Cost	\$ 4,162,167	\$ 4,519,787	\$ 4,845,816	\$ 4,747,024	\$ 5,155,463	6%
Capital Expenditure	\$ 94,367	\$ 223,116	\$ 129,600	\$ 126,400	\$ 107,100	-17%
Debt Service	231,590	229,840	227,810	227,810	230,495	1%
Capital/Debt Expenditures	\$ 325,957	\$ 452,956	\$ 357,410	\$ 354,210	\$ 337,595	-6%
Total Public Safety	\$ 4,488,124	\$ 4,972,743	\$ 5,203,226	\$ 5,101,234	\$ 5,493,058	6%
Related Revenue	\$ 1,017,006	\$ 1,817,383	* \$ 2,299,708	\$ 2,298,748	\$ 2,423,471	

*Change in accounting system requires revenue from traffic violations to be listed as related revenue to Public Safety rather than Municipal Court as it was in the past.

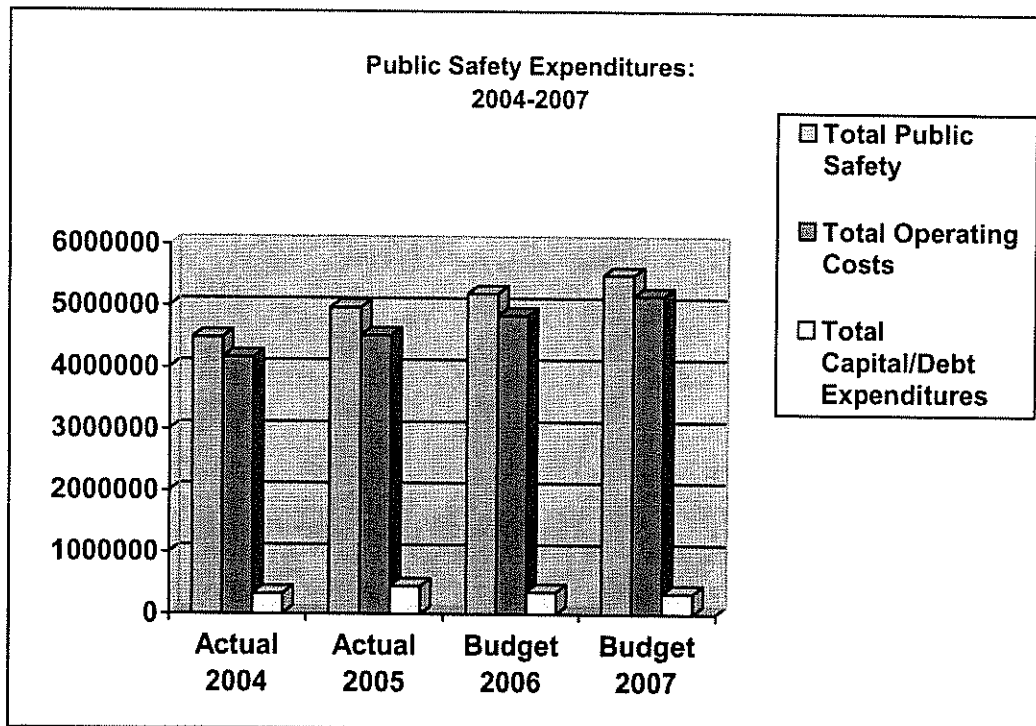
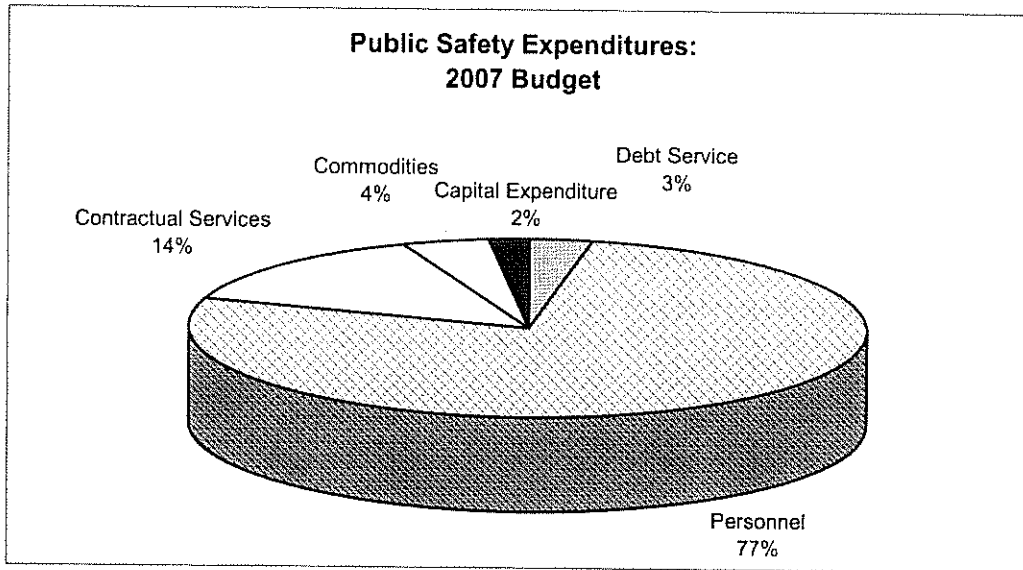
PRAIRIE VILLAGE POLICE DEPARTMENT



- 8 -



**PUBLIC SAFETY
2007 AT A GLANCE**





**Department: Public Safety
Division: Administration**

Police administration is responsible for carrying out the directives, policies and procedures established by the City Council for operations of the Police Department. Responsibilities of this program include development of programs and procedures for emergency response, procedures to control or reduce crime and traffic accidents, and the establishment of programs to increase the quality of life in the cities of Prairie Village and Mission Hills.

Program Resources:

Expenditures	2004 Actual	2005 Actual	2006 Budget	2006 Estimate	2007 Budget	% Change 06-07 Budget
Personnel	\$ 181,412	\$ 182,515	\$ 275,004	\$ 280,170	\$ 294,190	7%
Contractual Services	215,021	270,669	238,603	230,166	224,250	-6%
Commodities	8,644	6,862	9,800	9,250	44,744	357%
Total Operating Cost	<u>\$ 405,077</u>	<u>\$ 460,046</u>	<u>\$ 523,407</u>	<u>\$ 519,586</u>	<u>\$ 563,184</u>	8%
Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt Service	231,590	229,840	227,810	227,810	230,495	1%
Total Capital Cost	<u>\$ 231,590</u>	<u>\$ 229,840</u>	<u>\$ 227,810</u>	<u>\$ 227,810</u>	<u>\$ 230,495</u>	1%
Total	<u>\$ 636,667</u>	<u>\$ 689,886</u>	<u>\$ 751,217</u>	<u>\$ 747,396</u>	<u>\$ 793,679</u>	6%
Related Revenue	\$ 55,443	\$ 56,492	\$ 60,170	\$ 69,210	\$ 86,115	

6% Budget Increase

Program Notes:

Personnel

- Police Chief
- Office Manager
- Sergeant

Contractual Services

- Consultant, tax and legal fees
- CALEA annual payment
- Administrative training
- Maintenance and utilities for the Public Safety Center
- Insurance

Commodities

- Citizens Academy supplies
- Uniform allowance
- Building operating supplies
- Increase for new sidearms and holsters for the entire department (\$34,854)

Debt Service

- Debt service payment covers principal and interest on Public Safety Center

Related Revenue

- Contract with the City of Mission Hills for law enforcement services \$71,285
- Sale of guns \$14,830



2007 Goals, Objectives, and Performance Indicators:

Mission: Fully finance current service levels.

Long Term Goal: Manage the Department to meet the Council's goals for the year.

Short Term Goal: Provide effective Police protection, education and information.

Objective: Manage Department resources so the crime rate does not exceed the ten-year average.

Objective: Manage Department resources so the accident rate does not exceed the ten-year average.

Objective: Complete 2007 Bias-Based Policing Study.

Objective: Manage the Department's resources to ensure the long-term goal of continued "livability of neighborhoods."

Objective: Obtain accreditation from CALEA in March – 2007.

Short Term Goal: Continue effective communication with constituents.

Objective: Conduct a Citizens Academy to provide residents with information regarding the operations of the Police Department.

Performance Indicators:

Indicator	2004 Actual	2005 Actual	2006 Budget	2007 Budget
Citizen Police Academy sessions	1	1	1	1
Outcome/Effectiveness:				
Major crimes*	522	584	717	768
Ten-year average crime rate*	716	677	717	768
Accidents reported*	650	536	668	653
Ten-year average accident rate*	668	652.8	668	653
Major crimes per 1,000 persons*	20.00	22.72	27.5	25.0
Survey respondents/approval rating	92%	83%	90%	90%
Citizens identifying with a safe community	92%	95%	90%	90%
CALEA standards met	100%	99%	100%	100%

*Prairie Village and Mission Hills combined totals.

POLICE ADMINISTRATION

PROGRAM BUDGET	\$793,679
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REMOVAL OF:			
Civil Defense Maintenance	1-3-21-5240		\$3,040
Kansas City Crime Commission	1-3-21-5160		\$2,500
Utilities for C.D. Siren	1-3-21-5100		\$1,306
Public Safety Building Bond	1-3-21-8500		\$200,000
Public Safety Building Interest	1-3-22-8510		\$30,495
Bucher-Willis Engineering Service	1-3-21-5160		\$2,882
TOTAL UNSHARED			\$240,223

TOTAL PROGRAM COST	\$553,456
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PERSONNEL ALLOCATION - MISSION HILLS OFFICERS	13.44%
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MISSION HILLS COST	\$74,399
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Department: Public Safety
Division: Staff Services

The Staff Services division is responsible for the "911" emergency communication system and other calls for service within Prairie Village and Mission Hills. Community Service provides animal control services and school crossing guards. Professional Standards Officer develops and implements the training program for all personnel and is responsible for hiring and recruitment.

Program Resources:

Expenditures	2004 Actual	2005 Actual	2006 Budget	2006 Estimate	2007 Budget	% Change 06-07 Budget
Personnel	\$ 796,883	\$ 804,105	\$ 859,159	\$ 851,024	\$ 926,713	8%
Contractual Services	253,180	266,345	258,800	256,216	287,442	11%
Commodities	25,606	21,475	25,100	22,500	27,820	11%
Total Operating Cost	<u>\$ 1,075,669</u>	<u>\$ 1,091,925</u>	<u>\$ 1,143,059</u>	<u>\$ 1,129,740</u>	<u>\$ 1,241,975</u>	9%
Capital Expenditures	\$ 9,365	\$ 49,642	\$ 20,800	\$ 18,800	\$ 8,800	-58%
Debt Service	-	-	-	-	-	
Total Capital Cost	<u>\$ 9,365</u>	<u>\$ 49,642</u>	<u>\$ 20,800</u>	<u>\$ 18,800</u>	<u>\$ 8,800</u>	-58%
Total	<u>\$ 1,085,034</u>	<u>\$ 1,141,567</u>	<u>\$ 1,163,859</u>	<u>\$ 1,148,540</u>	<u>\$ 1,250,775</u>	7%
Related Revenue	\$ 216,661	\$ 152,093	\$ 222,260	\$ 222,260	\$ 174,708	

7% Budget Increase

Program Note:

- Staff Services \$915,110
- Professional Standards \$142,572
- Community Services \$193,093

Personnel

- One Captain, One Sergeant
- One Communications Supervisor
- Two Community Service Officers
- Six Dispatchers
- Three Records Clerks
- Ten School Crossing Guards (2 FTE)

Contractual Service

- Employee Training
- Costs to board and treat animals held in custody
- Hardware and software maintenance for
- Uniform cleaning
- Contract for records Microfilming

Commodities

- Uniform allowance
- Supplies for animal control and vehicle maintenance

Capital Expenditures

- Replace eight computers in Department (\$8,800)

Related Revenue

- Contract with City of Mission Hills – (\$163,908)
- Contract for animal control services – (\$1,500)
- Fines from leash law violation – (\$2,300)
- Police reports – (\$7,000)

Previous Program Accomplishments:

- In-car laptop implementation for Patrol completed.



**Department: Public Safety
Division: Staff Services**

2007 Goals, Objectives and Performance Indicators:

MISSION: Fully fund current service levels.

Long Term Goal: Provide quality services for residents of Mission Hills and Prairie Village.

Short Term Goal: Provide effective Police protection, education and information.

- Objective:** Improve hiring and recruiting efforts of the Department.
- Objective:** Improve the internal operations of the Property Room.
- Objective:** Develop a systematic system for purging Department-owned property.
- Objective:** Continue to develop a more efficient and reliable monthly statistical document.

Performance Indicators:

Indicator	2004 Actual	2005 Actual	2006 Budget	2007 Budget
Workload:				
Inquiries	271,548	256,701	290,000	275,000
911 calls	8,658	8,467	10,000	8,700
Alarms dispatched	2,742	2,595	2,900	2,600
Reverse 911 users	2	0	3	2
Animals returned to owner	113	48	175	125
Animal impound violations	172	128	225	175
Vehicles unlocked	80	52	100	100
Abuse/neglect investigations	35	29	40	35
Number of certified trainers	20	20	20	20
Average hours of Patrol Officer training	118	190	120	150
Average hours of Supervisory training	190	127	150	135
Average hours of Investigator training	96	66	100	100
Average hours of Command Staff training	86	108	80	80
Hiring processes conducted*	1	5	2	4
Number of applicants processed	86	307	150	200
Effectiveness:				
Training hours over state requirement (40 hrs)	82	110	75	90

STAFF SERVICES

PROGRAM BUDGET	\$915,110
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REMOVAL OF:	
Communicator Maintenance 1-3-22-5240 MH billed 50%	\$3,000
TOTAL UNSHARED	\$3,000
TOTAL SHARED	\$912,110

COMMUNICATIONS												
Personnel Allocation											54.55%	
Calls for Service	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	Total	%
Prairie Village	10,638	10,636	10,689	9,984	11,029	10,018	9,861	10,792	9,625	9,409	102,681	79.23%
Mission Hills	2,768	2,524	2,572	2,474	2,860	2,619	2,487	2,558	3,160	2,896	26,918	20.77%
Cost												\$103,335

RECORDS												
Personnel Allocation											27.27%	
Major Crimes	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	Total	
Prairie Village	943	802	812	601	632	666	691	557	478	552	6,734	87.57%
Mission Hills	134	82	100	114	161	112	120	60	41	32	956	12.43%
Accidents	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	Total	
Prairie Village	662	591	632	627	634	648	582	564	597	491	6,028	92.41%
Mission Hills	46	65	49	55	42	54	55	31	53	45	495	7.59%
P.V. Total	1,605	1,393	1,444	1,228	1,266	1,314	1,273	1,121	1,075	1,043	12,762	89.79%
M.H. Total	180	147	149	169	203	166	175	91	94	77	1,451	10.21%
Cost												\$25,396

STAFF SERVICES

<u>COMMAND</u>		
Personnel Allocation		18.18%
Staff Services Division Employees	16	
Staff Services Budget Program Employees	11	
Staff Services Unit Allocation		68.75%
Mission Hills Total Calls for Service, Crimes, and Accidents		15.49%
Cost		\$17,660

MISSION HILLS COST	\$146,391
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PROFESSIONAL STANDARDS

PROGRAM BUDGET	\$142,572
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REMOVAL OF:		
No Items		\$0
TOTAL UNSHARED		\$0
TOTAL SHARED		\$142,572

Total Employees	61	
Mission Hills Officers	8.2	13.44%

MISSION HILLS COST	\$19,165
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Department: Public Safety
Division: Patrol

The Patrol Division is responsible for initial response to calls for service and provides services through the district patrol concept. The basic emphasis of officers assigned to this Division is the protection of life and property, the detection and arrest of criminal violators of the law, recovery of stolen property and maintenance of a "police presence" throughout the cities of Prairie Village and Mission Hills.

The traffic unit is responsible for providing police services geared toward public safety on roadways, reduction in traffic accidents, and handling special projects. These responsibilities are accomplished through selective enforcement in high accident areas, citizen complaints, school zones, and areas where speeding vehicles are problematic. Additionally, the traffic unit handles special projections, such as parades, street races, DUI saturation patrol, "click it or tick it," educational efforts, and other prevention programs sponsored by the Kansas Department of Transportation.

Program Resources:

Expenditures	2004 Actual	2005 Actual	2006 Budget	2006 Estimate	2007 Budget	% Change 06-07 Budget
Personnel	\$ 1,794,819	\$ 2,012,865	\$ 2,184,151	\$ 2,096,133	\$ 2,266,047	4%
Contractual Services	133,059	152,779	151,000	164,088	181,193	20%
Commodities	75,308	96,353	84,300	76,925	99,980	19%
Total Operating Cost	<u>\$ 2,003,186</u>	<u>\$ 2,261,997</u>	<u>\$ 2,419,451</u>	<u>\$ 2,337,146</u>	<u>\$ 2,547,220</u>	5%
Capital Expenditures	\$ 65,340	\$ 173,474	\$ 87,800	\$ 87,600	\$ 97,200	11%
Debt Service	-	-	-	-	-	
Total Capital Cost	<u>\$ 65,340</u>	<u>\$ 173,474</u>	<u>\$ 87,800</u>	<u>\$ 87,600</u>	<u>\$ 97,200</u>	11%
Total	<u>\$ 2,068,526</u>	<u>\$ 2,435,471</u>	<u>\$ 2,507,251</u>	<u>\$ 2,424,746</u>	<u>\$ 2,644,420</u>	5%
Related Revenue	\$ 590,947	\$ 1,444,836	\$ 1,763,660	\$ 1,763,660	\$ 1,829,548	

5% Budget Increase

Program Notes:

- Patrol \$2,426,350
- Traffic \$218,070

Personnel

- One Captain
- Four Sergeants
- Three Traffic Officers
- Four Corporals
- Twenty One Patrol Officers

Contractual Services

- Maintenance for vehicles, motorcycles, office equipment
- Insurance
- Equipment changeover of 3 new vehicles
- Maintenance contract for AEDs

Commodities

- Uniforms and maintenance
- Vehicular operating supplies

Capital Expenditures

- Replace three vehicles – (\$76,700)
- Replace two motorcycles using manufacturer's buy-back plan – (\$9,800)
- Replace three laptop computers – (\$9000)

Related Revenue

- Contract with Mission Hills – (\$713,348)
- Revenue from fines – (\$740,900)
- Sale of three used patrol vehicles – (\$15,000)
- Revenue from Traffic Unit – (\$360,000)



Department: Public Safety
Division: Patrol

2007 Goals, Objectives, and Performance Indicators:

Mission: Fully fund current service levels.

Long Term Goal: Provide constant and effective police presence in the cities of Prairie Village and Mission Hills.

Short Term Goal: Provide effective Police protection, education, and information.

Objective: Provide a traffic enforcement unit to enhance police traffic services through increased education, deterrence, accident prevention, and enforcement.

Objective: Provide, purchase, and maintain equipment that is recognized as state of the art by law enforcement standards.

Short Term Goal: Continue effective communication with constituents.

Objective: Respond to citizen concerns of traffic complaints by initiating selective enforcement assignments and providing feedback.

Objective: Improve the quality of report writing by taking proactive measures to reduce the number of returned reports for correction by records.

Objective: Improve the interview and interrogation skills of patrol officers through specialized training.

Objective: Participate in local, state, and national campaigns concerning seatbelt safety, DUI prevention, and underage drinking deterrence.

Objective: Respond and handle emergency/routine calls for service.

Performance Indicators:

Indicator	2004 Actual	2005 Actual	2006 Budget	2007 Budget
Workload:				
Calls answered	12,855	12,305	13,000	13,000
Accidents	720	623	675	675
Patrol - Traffic/parking complaints	9,292	7,494	8,500	8,500
Traffic Unit – Traffic/parking complaints*	N/A	968	3,600	3,600
DUI arrests	448	307	350	350
Response to Priority 1-type calls**	2,829	2,660	3,000	2,750
Selective traffic enforcement	71	40	65	50
Speed/traffic flow surveys	11	14	10	10

*new performance indicator in 2006 [Traffic Unit began in September 2005]

**figure amended due to new query methods in 2005

PATROL

PROGRAM BUDGET	\$2,426,348
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REMOVAL OF:			
	Vehicle Maintenance	1-3-25-5190	\$32,700
	Repair/ In Car Video	1-3-25-5240	\$4,000
	Veh. Ops (-car wash/regs)	1-3-25-6320	\$44,590
	Vehicle Supplies	1-3-25-6330	\$11,000
	Vehicle Acquisitions	1-3-25-7440	\$66,150
	Equipment Acquisitions	1-3-25-7450	\$12,550
TOTAL UNSHARED			\$170,990
TOTAL SHARED			\$2,255,358

ADDITION OF:		
	Vehicle Insurance	\$2,952
TOTAL ADDITIONAL		\$2,952
BUDGET SUBTOTAL		\$2,258,310

PERSONNEL ALLOCATION			
		30	
	Prairie Village	16.8	56.00%
	Mission Hills	8.2	27.33%
	Command/Supervision	5	16.67%
			\$617,271
	Mission Hills Supervision		27.33%
			\$102,879

MISSION HILLS COST	\$720,150
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**Department: Public Safety
Division: Investigations**

Investigators provide criminal investigations into all Part I and Part II crimes within the community. Personnel in this program also provide juvenile investigations, services for children in need of care, D.A.R.E. education in the public elementary schools and School Resource Officers in the City's one public high school and two public middle schools.

The Special Investigations Unit conducts investigations of individuals suspected of selling, distributing or possessing controlled substances.

Crime Prevention is responsible for the education of community members and business owners on subjects pertinent to public safety.

Program Resources:

Expenditures	2004 Actual	2005 Actual	2006 Budget	2006 Estimate	2007 Budget	% Change 06-07 Budget
Personnel	\$ 558,280	\$ 588,199	\$ 617,956	\$ 620,749	\$ 654,925	6%
Contractual Services	56,940	55,442	75,100	72,882	75,217	0%
Commodities	11,895	12,710	17,700	17,500	17,960	1%
Total Operating Cost	\$ 627,115	\$ 656,351	\$ 710,756	\$ 711,131	\$ 748,102	5%
Capital Expenditures	\$ 19,662	\$ -	\$ 21,000	\$ 20,000	\$ 1,100	
Debt Service	-	-	-	-	-	
Total Capital Cost	\$ 19,662	\$ -	\$ 21,000	\$ 20,000	\$ 1,100	
Total	\$ 646,777	\$ 656,351	\$ 731,756	\$ 731,131	\$ 749,202	2%
Related Revenue	\$ 105,712	\$ 114,222	\$ 193,618	\$ 193,618	\$ 185,100	

2% Budget Increase

Program Notes:

- | | | | |
|------------------|-----------|--------------------|----------|
| • Investigations | \$422,297 | • Crime Prevention | \$83,075 |
| • SIU | \$159,219 | • D.A.R.E. | \$84,611 |

Personnel

- | | | |
|----------------|--------------------------------|--------------------------------|
| • One Captain | • Three Investigators | • One Crime Prevention Officer |
| • One Corporal | • Two School Resource Officers | • One D.A.R.E. Officer |

Contractual Services

- | | |
|--------------------------------------|---|
| • Vehicle maintenance for eight cars | • Lab fees and other costs for investigations |
| • JIAC Security for juveniles | • Uniform cleaning |

Commodities

- | | |
|--|----------------------|
| • Crime scene collection supplies | • Vehicular supplies |
| • Crime Prevention materials and promotional items | • Uniform allowance |

Related Revenue

- Contract with School District for Resource Officer -- (\$45,000)
- Contract with the City of Mission Hills for investigative services, crime prevention and DARE -- (\$70,100)
- Alcohol tax funds -- (\$70,000)

Previous Program Accomplishments

- In 2005 investigators completed 27 background investigations and had a clearance rate of 39 percent. SIU officers tied last year's number of drug buys at 65.
- The Crime Prevention Officer was interviewed on the Walt Bodine show, which reaches an audience of 500,000 listeners.
- Crime Prevention articles were furnished to eight different newspapers including the Associate Press.
- Crime Prevention made 653 business contacts in 2005 -- a 70 percent increase from the previous year.



Department: Public Safety
Division: Investigations

2007 Goals, Objectives and Performance Indicators:

Mission: Fully finance current service levels. Improve City information services.

Long Term Goal: Preserve the “village” ambiance and livability of neighborhoods and maintain a sense of place and community.

Short Term Goal: Provide effective Police protection, education and information.

Objective: Improve the service provided to residents by Divisional personnel.

Objective: Maintain focus on recruitment and management of confidential informants.

Objective: Focus on student interactions both inside and outside the classroom.

Short Term Goal: Provide effective communication with residents and business owners.

Objective: Improve the quantity and quality of citizen and business contacts by the Crime Prevention Officer.

Performance Indicators:

Indicator	2004 Actual	2005 Actual	2006 Budget	2007 Budget
Workload:				
Adult Cases	345	475	400	450
Juvenile Cases	49	40	50	50
SRO Hours Dedicated in Schools	2,298	2,206	2,175	2,200
SRO Home Visits – Operation Nightlight	53	57	60	60
K-5 th grade presentations – D.A.R.E.	294	303	300	300
6 th grade core presentations – D.A.R.E.	112	208	150	175
Total students taught – D.A.R.E.	1,667	1,609	1,700	1,650
Background Investigations	11	27	10	12
Business Contacts	383	653	450	500
Residential Crime Prevention Surveys	3	10	15	15
New Residents Contracted	469	278	400	400
Drug Complaints Investigated	12	28	10	15
Joint Investigations	7	16	4	8
Confidential Informants	22	13	18	15
Outcome/Effectiveness:				
Clearance Rates	32%	39%	25%	30%
Seizures Filed	6	8	4	5
Number of Search Warrants	9	15	4	8
Cases Filed/Arrests - SIU	21	28	20	20
Number of Drug Buys	65	65	40	50
Overall D.A.R.E. Survey Results (5.0 is perfect)*	4.58	4.64	4.50	4.50

*new performance indicator – tracked before but not reported in budget

INVESTIGATION

PROGRAM BUDGET	\$422,297
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REMOVAL OF:	
No Items	\$0
TOTAL UNSHARED	\$0
TOTAL SHARED	\$422,297

MISSION HILLS FORMULA	12.43%
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MISSION HILLS COST	\$52,499
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CRIME PREVENTION

PROGRAM BUDGET **\$83,075**

REMOVAL OF:		
Villagefest Video Tapes		\$200
Multi-Housing Sign Replacement		\$100
TOTAL UNSHARED		\$300
TOTAL SHARED		\$82,775

Major Crimes	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	Total	Percent
Prairie Village	943	802	812	601	632	666	691	557	478	552	6,734	87.57%
Mission Hills	134	82	100	114	161	112	120	60	41	32	956	12.43%

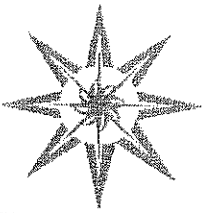
MISSION HILLS COST **\$10,290**

PROGRAM BUDGET	\$84,611
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REMOVAL OF:	
No Items	\$0
TOTAL UNSHARED	\$0
TOTAL SHARED	\$84,611

ESTIMATE OF MISSION HILLS STUDENTS	10.00%
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MISSION HILLS COST	\$8,461
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MUNICIPAL JUSTICE

Municipal Justice provides for the operations of the Prairie Village and Mission Hills Municipal Court systems. Council goals are fulfilled in the unit by programs which will achieve the following in 2007:

- Ensure fair and impartial process to persons charged with a crime in the City.
- Provide timely and efficient adjudication of all cases.

	2004 Actual	2005 Actual	2006 Budget	2006 Estimate	2007 Budget	% Inc./Dec. 06-07 Budget
Programs						
Judicial	\$ 48,290	\$ 54,712	\$ 67,787	\$ 61,954	\$ 64,356	-5%
Court Administration	207,703	227,124	309,597	307,998	331,515	7%
Total Municipal Justice	\$ 255,993	\$ 281,836	\$ 377,384	\$ 369,952	\$ 395,871	5%
Classification						
Personnel	202,513	226,625	297,149	291,121	319,826	8%
Contractual Services	47,168	46,956	64,485	63,881	65,845	2%
Commodities	5,398	4,687	10,250	9,750	8,000	-22%
Total Operating Cost	\$ 255,079	\$ 278,268	\$ 371,884	\$ 364,752	\$ 393,671	6%
Capital Expenditure	\$ 914	\$ 815	\$ 5,500	\$ 5,200	\$ 2,200	-60%
Debt Service	-	-	-	-	-	-
Capital/Debt Expenditures	\$ 914	\$ 815	\$ 5,500	\$ 5,200	\$ 2,200	-60%
Total Municipal Justice	\$ 255,993	\$ 279,083	\$ 377,384	\$ 369,952	\$ 395,871	5%
Related Revenue	\$ 60,887	\$ 118,315	\$ 141,700	\$ 150,000	\$ 150,000	

Related revenue reflects the collection of court costs and fees paid by the City of Mission Hills for court services. Fine revenue is reported as Related Revenue in the Police Department's Patrol program.

COURT

PROGRAM BUDGET **\$331,515**

REMOVAL OF:	
Jail Costs	\$30,000
Credit Card Fees/Bond:	\$7,000
TOTAL UNSHARED	\$37,000
SHARED TOTAL	\$294,515

CASES FILED	1995	1996	1997	1998	1999	2000	2002	2003	2004	2005	Total	%
Prairie Village	4,828	5,653	4,963	5,672	4,439	5,500	4,386	7,405	7,545	6,995	57,386	71.81%
Mission Hills	1,443	2,866	2,114	2,475	2,270	2,126	2,322	2,576	2,343	1,995	22,530	28.19%

MISSION HILLS COST **\$83,030**

MAYOR'S ANNOUNCEMENTS

Monday, August 21, 2006

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.

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 4th 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 4th at 6 p.m.

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

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

INFORMATIONAL ITEMS

August 21, 2006

1. City Administrator's Report – August 16, 2006
2. Police Pension Plan Board of Trustees Minutes – July 13, 2006
3. Semi-Annual Report on American with Disabilities Act (ADA) Activities
4. Council Committee of the Whole Minutes – August 7, 2006
5. Police Pension Plan Board of Trustees Minutes – August 7, 2006
6. Sister City Committee Minutes – August 14, 2006
7. Mark Your Calendar
8. Council Committee Agenda

CITY ADMINISTRATOR'S REPORT

August 16, 2006

Insurance

The cost of workers' compensation coverage is determined to a certain extent by the City's experience rating. This rating is developed annually by the National Council on Compensation Insurance as part of their continuing efforts to increase employer awareness of safety in the workplace and its impact on employees and premium cost. A factor higher than 1.00 means the premium will be higher than the average governmental entity. A factor of 1.10 means the base premium will be surcharged ten percent. A factor of .90 means the organization earned a ten percent credit on the base premium. Items that impact the final experience factor include:

- Payroll classifications (first responders are the highest, street crews are also high)
- Frequency of injuries to employees
- Dollar value of injuries (medical costs + lost wage benefits + money held in reserve to pay continuing benefits).

In 2003 the City's experience rating jumped from .92 to 1.18. By 2004 it was 1.16, then increased to 1.31 in 2005.

In 2003 the City's insurance broker recommended the City consider increasing the \$500 deductible on workers compensation claims to \$5,000 on each incident claimed. He said this would result in a short-term premium saving of \$16,675 for the year and a long term saving because the number of claims reported would be reduced over time which in turn would reduce the experience modification rate. The Council agreed to the increased deductible and established an insurance reserve fund of \$25,000 to cover costs the City would have to pay during the premium period. That year the premium cost was \$171,926, the amount of reserve used was \$15,200.

In 2004 the modification rate was reduced to 1.16. Insurance Committee members discussed the possibility of increasing the deductible to \$10,000 but decided more experience was needed before that decision would be prudent. This was also the year most carriers declined to provide workers compensation insurance for "first responders" which included police departments across the country. The City's coverage was placed in the "assigned risk pool" and assigned to a new carrier. The good news was that the premium was reduced again to \$151,433. The reserve fund was increased to \$25,000 again by transferring \$15,000 from the contingency fund.

The experience rating is based on three prior years of experience so the full impact of the increased deductible in 2003-2004 was not in effect for the 2005/2006 premium year. That year the rate was 1.30 and the premium was \$200,114; however, claims experience the previous year did not require an increase in the reserve fund.

This year the experience rating is .93 because the number of claims which exceeded the \$5,000 loss amount significantly reduced that portion of the formula over the three years it has been in effect. Loss records indicate that most claims made by City employees do not exceed \$5,000.

Public Safety

In addition to participating in NIMS training classes with other employees, Police Officers have been engaged in block training covering high liability functions.

League of Kansas Municipalities

The annual meeting of the League will be in Topeka this year. Several of us will travel by car daily to the meetings so join us if you can. The dates are Sunday, October 8 through Tuesday October 10. The topics are more related to local issues than those on the NLC agenda and this conference provides an opportunity to meet with other elected officials in the state.

Last year one of the topics at the conference covered the new Internal Revenue Office being established to monitor governmental units in the region. It was a new program so they were not sure what to expect. Last year, shortly after the City's Finance Director resigned, we were notified that Prairie Village was on the list for a "visit" from that new IRS agent. The new Finance Director, Karen Kindle, had only been here a few days when we had our "visit" with the agent. Karen and the City's Accounting Clerk, Stephen and I met with the agent most of the morning. The previous Finance Director had done some IRS reporting incorrectly which evidently was the initial reason for the visit. We all learned many things that morning about changes that needed to be made and others that should be seriously considered.

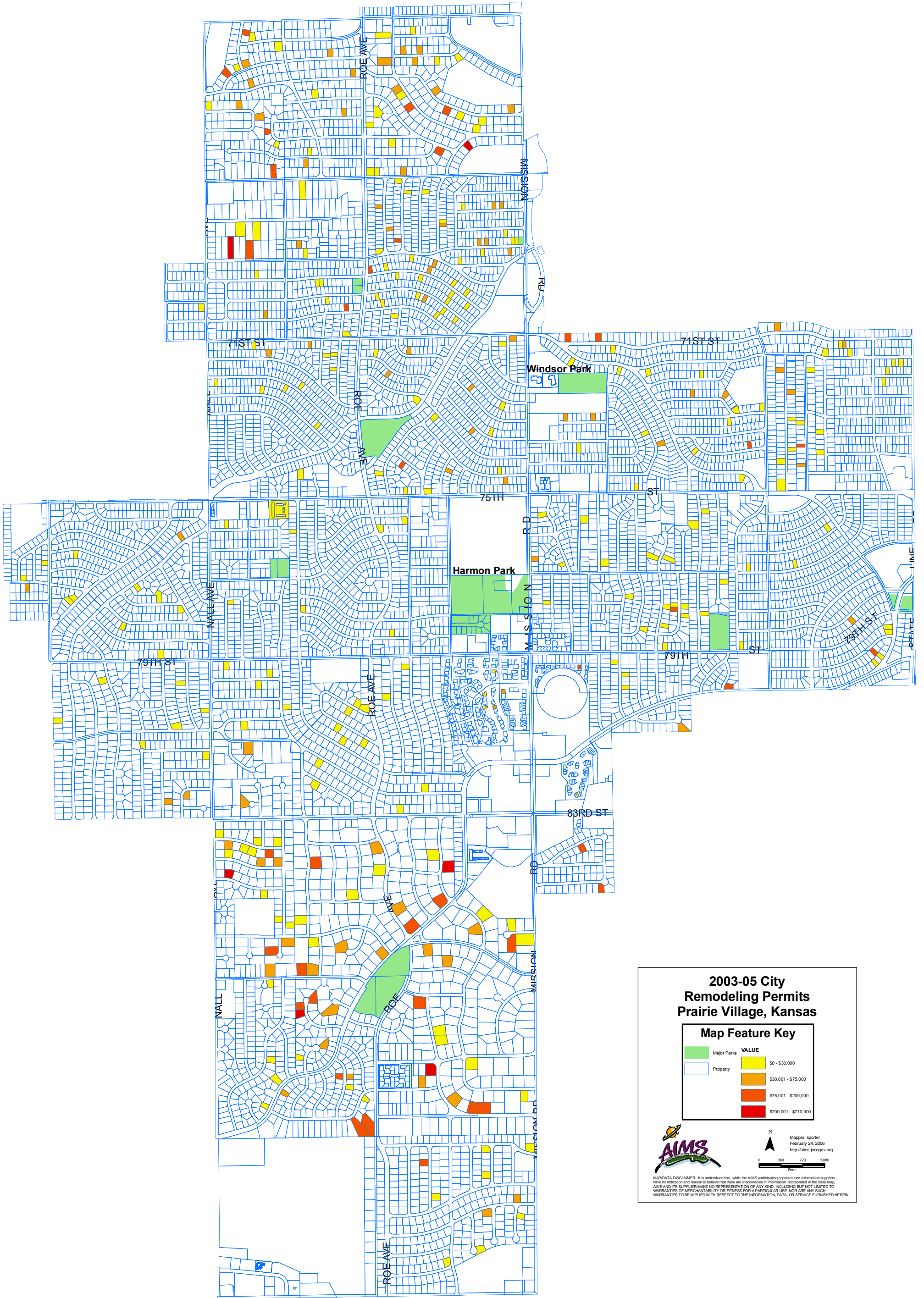
Because of this experience, Karen was asked to be one of the speakers at the League meeting this year to share her experience with one of the first IRS audits in the state.

Codes Department

During the first six months of this year, permits were issued for seventy-two residential remodeling projects with a total construction value of \$2.7 million. Last year at the same time only sixty-three permits had been issued; however the value last year was \$3.5 million. Three residential tear-down permits have been issued this year, another one is pending. In one case, on a property that sold for \$750,000, the house is being torn down to be replaced by a home that will cost over \$1 million.

Earlier this year Doug prepared the attached maps that indicate where residential remodeling projects in the City are located. The second map shows the location of Code cases throughout the City. The difference in concentration areas on the two maps is interesting.

Marcia Gradinger met with Mr. Siggs, the resident whose house recently burned. She said he is working to solve the problems and many of his neighbors are helping.

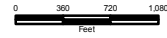


**2003-05 City
Remodeling Permits
Prairie Village, Kansas**

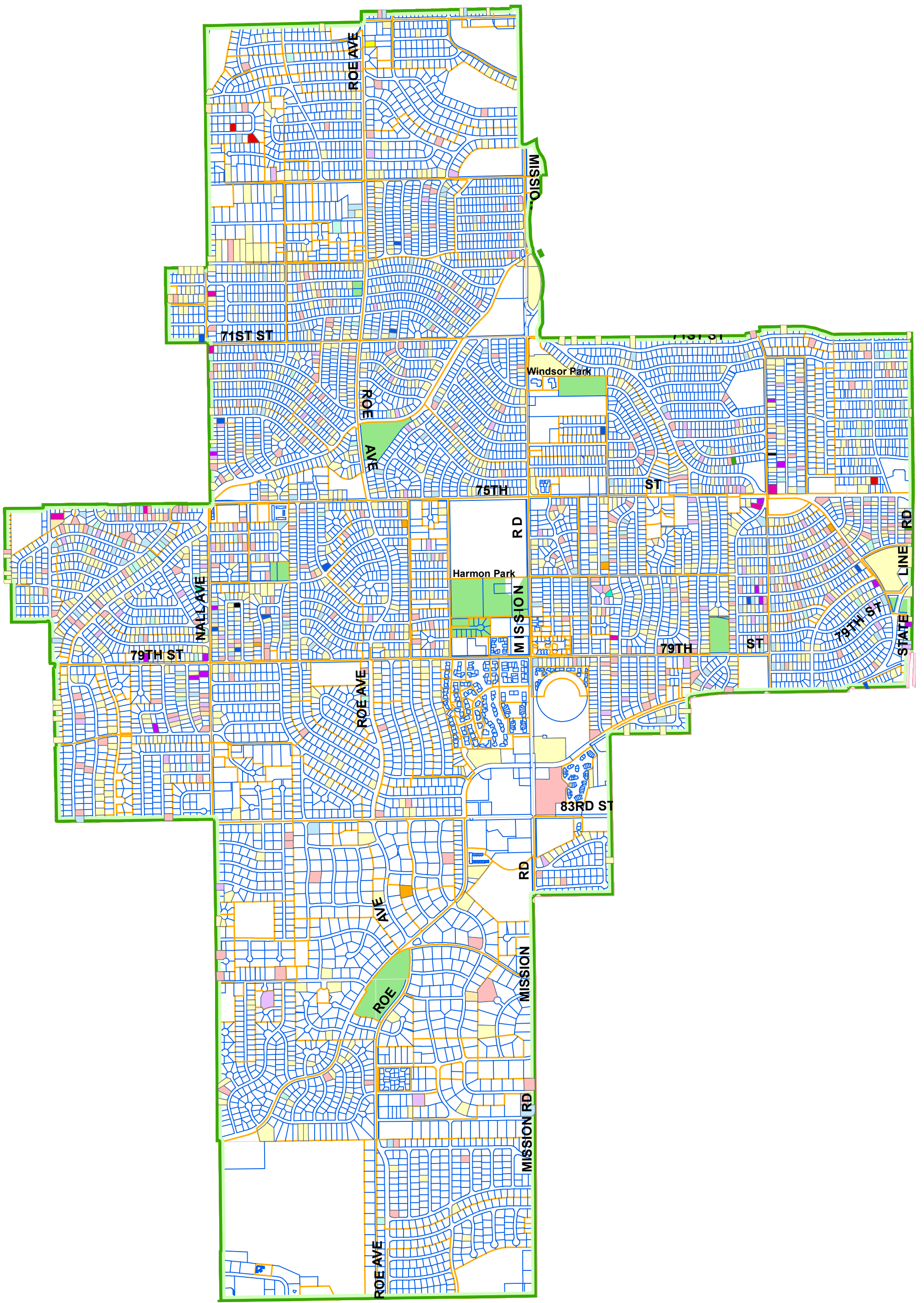
Map Feature Key	
	Major Parks
	Property
VALUE	
	\$0 - \$30,000
	\$30,001 - \$75,000
	\$75,001 - \$200,000
	\$200,001 - \$710,000



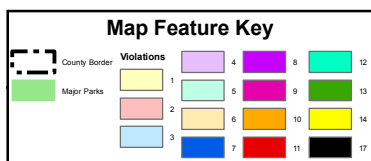
Mapper: sportler
February 24, 2006
<http://aims.jocogov.org>



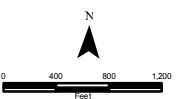
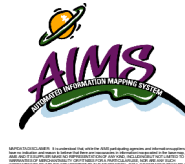
MAP/DATA DISCLAIMER: It is understood that, while the AIMS participating agencies and information suppliers have no indication and reason to believe that there are inaccuracies in information incorporated in the base maps, AIMS AND ITS SUPPLIER MAKE NO REPRESENTATION OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE INFORMATION, DATA, OR SERVICE FURNISHED HEREIN.



**2003-2005 City
Code Violations
Prairie Village, Kansas**



98



Mapper: twagner
January 17, 2006
<http://aima.pocogov.org>

**POLICE PENSION PLAN
BOARD OF TRUSTEES**

July 13, 2006

Minutes

The Board of Trustees of the Prairie Village Police Pension Plan met July 13, 2006. Members present: Chairman Charles Clark, Sergeant Tim Schwartzkopf and Mayor Ron Shaffer. Also present: Barbara Vernon, Doug Luther, Brian Johnston and K C Matthews.

Approval of Minutes

Sgt. Tim Schwartzkopf moved for approval of minutes of the May 24, 2006 meeting of the Board of Trustees. The motion was unanimously approved.

Financial Report

K.C. Matthews, Investment Advisor with United Missouri Bank, presented June 30, 2006 financial statements of the Plan portfolio with a brief update through July 12. He said the asset mix is in line with the Board's Investment Policy requirements. K.C. plans to allocate new money to cash which will be in violation of the policy of 10% cash balance. It is his opinion that cash is the best investment for the City in the current investment climate. Committee members agreed this is a temporary change in the policy which is acceptable and follows the basic policy of preserving capital. K.C. will look for good opportunities to enter the market again in the future.

Portfolio earnings on equities are ahead of the S&P benchmark, fixed income earnings are slightly below the benchmark. He noted that he continues to monitor this closely. Cash and equivalents earnings are slightly above the benchmark. K.C. said that he is lengthening bond maturities and, since there is no advantage to purchasing corporate bonds at this time, he is moving to 100% government instruments.

Value of the Plan was \$8.2 million at close of business on June 30, 2006. On July 13, 2006 the balance was \$8.1 million.

K.C. said fees for services provided by United Missouri Bank are not all reflected in financial statements. A majority of performance data is based on gross earnings.

UMB fees: 35 basis points on individually owned stocks and bonds – not deducted from earnings report.
UMB mutual fund holdings are reported on a net basis. Expense ratios on Funds currently owned:
WorldWide Fund 1.1%
Small-Cap Fund 1%
Money Market managed by M&I has a fee of 36 basis points

Plan Restatement

Brian Johnston, attorney with Lathrop and Gage, is preparing a restatement of the Plan document to include the five amendments made since the last Plan document was adopted. He noted the current open issues are definition of service credit and value of Life Insurance.

Under the current Plan, officers are not given credit for their first year of service until they have worked 1700 hours in the final year of service. Johnston said most plans give some credit as of the date of hire. He said there needs to be clarity in the Plan language. He noted it would be possible to change the plan year to an individual twelve month plan year. Brian said he will meet with the actuarial consultant to determine the amount contributions would be increased if this change is implemented.

Johnston said the other open issue is related to life insurance coverage. Some members of the Plan think the \$75,000 life insurance is in addition to the amount established in the Plan. In the Summary Plan Description provided to new members of the Plan, the wording is clear ; however, Brian said it would be helpful to include examples. Charles Clark said he would prefer to keep the Plan as it is. Brian suggested the City investigate the possibility of offering an additional life insurance option that would allow officers to buy additional life insurance at group rates. Charles asked Tim to bring to the next meeting some ideas about how the officers would like to structure such an offering.

Charles Clark
Chairman

M E M O R A N D U M

TO: Mayor and City Council Members
FROM: Bob Pryzby
DATE: August 3, 2006
RE: Semi-Annual Report on American with Disabilities Act (ADA) Activities

This report will cover my activities as ADA Coordinator from January through June 2006.

Communications during this period:

- Request for information about the Swimming Pool by a daughter for one of her parents about using the swimming pool
- Reviewed with the lifeguard staff the policy of the City as to ADA

Other activities during this period:

- 2006 Concrete Repair Project – Replacement of accessible sidewalk ramps and sidewalks is in progress.

During this period, I spent 5.0 hours on specifically on ADA matters. The hours for reviewing City construction activities are not included but are charged to the individual projects.

COUNCIL COMMITTEE OF THE WHOLE
August 7, 2006

The Council Committee of the Whole met on Monday, August 7, 2006 at 6:00 p.m. The meeting was called to order by Council President David Belz with the following members present: Al Herrera, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Pat Daniels, Charles Clark, Wayne Vennard and Diana Ewy Sharp. Staff members present: Barbara Vernon, City Administrator; Charles Grover, Chief of Police; Bob Pryzby, Director of Public Works; Tom Trienens, Manager of Engineering Services and Joyce Hagen Mundy, City Clerk.

Al Herrera moved the approval of the committee consent agenda for August 7, 2006 as follows:

Award the tree trimming bids for Area 41, Area 42 and Parks to Shawnee Mission Tree Service for \$68,166.00.

COUNCIL ACTION TAKEN
8/7/2006

The motion was voted on and passed unanimously.

COU2006-20 Consider Project 191020: Colonial Pedestrian Bridge Replacement

Bob Pryzby advised the Council the 2004 Biennial Bridge report identified repairs that were needed possibly due to deicing chemicals used in past years. He noted chemicals have not been used since 1996. Prompt snow and ice removal with a sand application is the current practice. The existing bridge, which is approximately 45' long and four feet wide, was built and delivered in 1982 by Continental Custom Bridge Company, Alexandria, Minnesota.

The 2005 Biennial Bridge report also recommended additional probing once the wood deck was removed in order to get a more accurate picture of any additional repairs that were required. Public Works removed the deck in early June (after school let out) and performed some additional inspection. It was determined that the necessary repairs were more than first thought and a structural engineer was consulted. The repairs include:

- Replace support angles (4 required) each 45 feet long.
- Replace three tube members (transverse) each 54" long.
- Replace two tube members each 45 feet long (longitudinal deck supports)
- Replace wood deck with synthetic planking

The City requested three price quotes to perform the above repairs. One supplier did not respond, the second supplier quoted a price of \$30,000.00 and the third supplier stated it would probably be cheaper to replace the bridge since the cost of repairs would be roughly \$22,000.00.

The cost of a new bridge quoted by Continental Bridge Company is \$18,500.00 using weathering steel with Trex decking and \$26,200.00 using the same bridge but painted. This cost does not include installation. Additional engineering may also be required if modifications are needed to fit existing conditions in the field. Replacing the bridge would take approximately six months depending on the availability and interest of Contractors

Mr. Pryzby stated Public Works staff believes it would be cost effective to replace the bridge rather than repairing it. He noted because of the value, this project would have to be put out for public bidding. The estimated cost is \$43,000 -- \$18,500 for the bridge, \$9,500 for design and specifications, and \$15,000 for installation. Mr. Pryzby advised there is no current funding for this project.

Ruth Hopkins asked if staff had talked with Continental Custom Bridge Company. Tom Trienens responded he had and they were surprised the bridge had not lasted longer.. He felt the damage was caused by 24 years of chemicals used for snow removal on the bridge.

Diana Ewy Sharp asked how heavily the bridge is used and what the impact would be of a six month closure. Mrs. Hopkins stated the bridge is heavily used by children during the school year. Mr. Pryzby noted it would not be open for school and he is does not know what impact that will have on pedestrian traffic.

David Belz questioned the wide range for the estimated cost. Mr. Pryzby responded that the \$43,000 was the estimated total cost that includes design, bridge purchase and installation. Until the design work is completed, the estimate needs to be wide.

Diana Ewy Sharp made the following motion, which was seconded by Wayne Vennard:

**RECOMMEND THE CITY COUNCIL DIRECT PUBLIC WORKS TO
RETAIN AN ENGINEER FOR THE DESIGN OF PROJECT 191020:
COLONIAL PEDESTRIAN BRIDGE REPLACEMENT AND APPROVE A
TRANSFER OF \$9,500.00 FROM THE GENERAL FUND CONTINGENCY
TO PROJECT 191020 FOR DESIGN SERVICES**

Ruth Hopkins asked where the funding would come from for the remainder of the project. Mr. Pryzby responded it would need to come from contingency unless there is money leftover from another project that could be moved to this project. Mrs. Hopkins confirmed the work would be done in 2007.

Mr. Pryzby noted he has \$40,000 budgeted for bridge repair and if it is not used these funds could be transferred to this project.

David Belz asked with replacing the bridge rather than repairing it would result in a bridge that will last longer. Mr. Pryzby was unable to assure replacement would result in a longer lasting bridge. Mr. Belz noted the cost to repair is half of the estimated cost for

replacement. Mr. Pryzby stated staff feels if the bridge were repaired it would need additional work in a couple of years and recommends its replacement.

Ruth Hopkins expressed concern with the large amount of money being taken out of the contingency funds and asked if there were any other options. Mr. Pryzby responded that the Council could wait until funds could be budgeted, which would be 2008 at the earliest.

Barbara Vernon responded to the question about the balance in the fund. The current contingency fund balance is \$643,700.

The motion was voted on and passed unanimously.

COUNCIL ACTION TAKEN
8/7/2006

COU2006-21 Consider NIMS Training Schedule

Barbara Vernon advised the Council that in response to attacks on September 11, President George W. Bush issued Homeland Security Presidential Directive 5 (HSPD-5) in February of 2003. HSPD-5 called for a National Incident Management System (NIMS) and identified steps for improved coordination of Federal, State, local and private industry response to incidents and described the way these agencies will prepare for such a response. The Secretary of the Department of Homeland Security announced the establishment of NIMS in March 2004. One of the key features of NIMS is the Incident Command System.

These federal regulations require all municipal employees and elected officials to take a series of NIMS courses in order for the City to continue receiving federal funding. The regulations require compliance with required training to be completed by September 30, 2006. Prairie Village does not receive federal funding on an ongoing basis like some cities but, in the past when the City had significant losses because of ice storm damages, FEMA provided assistance and funding. That funding amounted to more than \$800,000 in the last incident. If the City does not comply with these requirements that type of funding will not be available when another disaster strikes the City.

Mrs. Vernon stated city employees began taking NIMS courses in March and April, another eight hour course was taken by most employees last week. Appointed employees and other managers must take six courses, some that last four hours and others that require a full day. These courses are sponsored by MARC at no cost to the City and are being provided at City Hall for employees or they can be taken at the MARC offices. Some of the courses are available on line .

Elected officials are only required to take IS 700 and ICS 100. Normally these are four-hour courses but MARC has developed a two hour course for each subject to be offered only to elected officials.

Mrs. Vernon suggested that staff make arrangements with MARC to provide IS 700 training from 5:30 to 7:30 p.m. on August 21st and cancel the Council Committee Meeting for that evening with ICS 100 being scheduled from 5:30 to 7:30 on September 18, 2006 in lieu of a committee meeting.

Al Herrera confirmed the courses could be taken on-line by those who would not be able to attend the scheduled training and that the training is being done at no cost to the city.

The Council members directed staff to schedule the training as proposed and to make it open for elected officials of other cities to also attend.

Sculpture Garden Proposal

David Belz stated he added this to the agenda initially to get Council approval to move forward with this project and take advantage of possible grant funding in the amount of \$10,000. However, at this point in time, the discussion is informational as it has been determined the proposal needs further review by the Park Committee and Arts Council.

Bob Pryzby showed the Council a sample of the brick proposed to be used for the wall, the art pedestals and the fountain. He noted the replacement of City entrance signs is being considered and the same stone could be used for that application.

Mr. Pryzby noted the city has several options it could consider listing the following:

- Removing the fountain for a savings of \$28,600
- Reduce the amount of concrete sidewalk for a savings of \$4,000 to \$5,000
- Reuse the brick pavers from Mission Road for the sidewalk instead of concrete
- Reduce the number of art pedestals from 8 to 6

He noted these reductions would bring the cost down to approximately \$65,000 from the original estimate of \$107,956.00. Mr. Pryzby stressed there are still a lot of choices yet to be made on the project.

Al Herrera questioned the proposed design for the garden and signs noting he would prefer something more modern to blend with the municipal campus. He would like to see other design options. He feels the selected materials could be changed to something that would attract more attention, specifically for the entrance signs.

Ruth Hopkins stated she has real reservations about spending \$100,000 for the sake of spending \$100,000. She does not feel it is appropriate and that the municipal campus is fine. She suggested something smaller in scale be considered. She views the proposed design as a lot of rock and structure giving a very heavy appearance.

Wayne Vennard agreed with Mrs. Hopkins that the proposed design is out of line. He feels the committee should consider incorporating with the existing design of the campus and the existing fountain.

David Belz said he feels the City needs to increase the arts presence within the City, noting the actions of neighboring cities in promoting art-type projects in their cities. He sees it in the long-term as something the City will have to do as it is important part of the quality of life of this community. He understands the concerns with the timing of the expenditure, but feels there will never be a perfect time. The city needs to move forward because it needs to be done.

Diana Ewy Sharp asked the Council to allow the concept to go back to the committees for further consideration and not nix the project based on the current proposal noting the Council had earlier approved the concept.

Laura Wassmer suggested the committee consider locating the garden at Schlifke Park noting it has a walking path, the statue across the street and will have more pedestrian and vehicular traffic than the municipal campus.

Al Herrera expressed his support to continue looking into the concept and asked the committee to also explore possible outside funding for the project.

Wayne Vennard expressed concern with raising committee member expectations and noted the comments made and direction given need to be clearly given to the committees. David Belz stated direction could be included in the motion.

Ruth Hopkins stated she still has serious reservation about the display of student art, noting she would be more supportive of the project with eight known permanent art sculptures. She believes the City will loose control over the art to be displayed noting the recent rulings and interpretations on the rights of "freedom of expression". Mr. Belz noted he had the same concerns but noted a mechanism has been in place for the past several years for review of the art displayed in the Endres Gallery with only one incident. Mrs. Ewy Sharp stated the art will be juried by school representatives as well as the city's arts council. She supports the changing of the art works and the student involvement in the garden over a permanent exhibit.

Al Herrera made the following motion, which was seconded by Andrew Wang:

RECOMMEND THE CITY COUNCIL RETURN TO THE PARK & RECREATION COMMITTEE AND PRAIRIE VILLAGE ARTS COUNCIL THE PROPOSED SCULPTURE GARDEN ON THE MUNICIPAL CAMPUS WITH DIRECTION TO CONTINUE TO LOOK FOR OUTSIDE FUNDING AND THE TOTAL COST OF THE PROJECT NOT EXCEED \$100,000.

Andrew Wang stated he did not feel the motion needed to address money and that the Council has made it clear in their discussion that they do not want to spend \$100,000.

Pat Daniels stated he gets the sense the Council is shoving this off for more consideration, but he feels a strong sense of concern over the proposed financial

expenditure. He stated he would not be supportive if the Council was sending this off when there is not the necessary support to move forward and take action by the Council.

David Voysey agreed with Mr. Daniels stating if he votes "nay" now, he will vote "nay" later. Does this have the support to ultimately move forward?

David Belz stated he does not want to send this back to the committees with a lot of stipulations. He would like to have it sent back to review again with communication of the Council's concerns and allow the committees to make decisions on design issues.

Andrew Wang stated the proposed motion does this directing them to look at the proposal and to look at outside funding. Al Herrera noted the City recently spent \$250,000 for a skate park and feels expenditures for art could be beneficial to the community and he would like to hear more about the proposal.

Diana Ewy Sharp asked those individuals on the fence to in fairness not to vote "no" now as it would eliminate a lot of work and effort by the committees - let them continue to work on the proposal.

Pat Daniels asked if the City would be eligible for the \$10,000 grant mentioned earlier. Mr. Belz responded it would not.

The motion was voted on and passed by a vote of 8 to 3 with Hopkins, Voysey and Wassmer voting "nay".

City Entrance Signs

Bob Pryzby presented to the committee a drawing of the new proposed entrance signs for the City recommended by the ad-hoc committee on city signs. The sign is set on a concrete foundation in the ground. It is four-sided with a height of 5'4". The base of the sign is 38"x 38" tapering to 36" x 36" at the midpoint and 28" x 28" at the top. The words "Prairie Village" are cut into the sign face on one side. The estimated cost is \$2,500 per sign. The proposed signs are not lit. The total cost to replace 20 existing entrance signs is \$50,000.

Andrew Wang confirmed there is no "Prairie Village Star" on the sign.

Mayor Shaffer asked the height of the existing entrance signs. Mr. Pryzby responded 44 to 48 inches. Charles Clark noted the City ordinances limit the height of monument signs to 5 feet.

Pat Daniels confirmed these are permanent signs and questioned the required maintenance for the signs. Mr. Pryzby stated the "Prairie Village" is cut into the sign and he does not see any annual maintenance issues with the signs. Mr. Daniels stated he would like to see something more dramatic in an entrance sign.

Mr. Wang asked why the "star" is not included on the sign. Mr. Pryzby responded it is due to the cost of cutting the "star" detail into the stone. Ms Wassmer asked if the "star" could be placed on another surface and attached to the stone. He stated he could get a cost on that placement. Ruth Hopkins stated during discussions in the committee concern was raised with the "star" being stolen with the use of that type of installation.

Michael Kelly stated the proposed sign is better than what currently exists, but agreed the sign is blah. He feels the sign should express that you are entering a very special/unique community. He agrees the sign needs to have the "Prairie Village Star".

Mr. Wang noted that as these signs are permanent and expected to last a long time he felt more money could be spent and the star is included on the sign.

Mr. Pryzby noted the architectural ruling for lettering is 1" per 100 to 150 feet in order to be seen which may raise proportionality issues.

Ruth Hopkins advised the Council the signs are not constructed of pure stone, but of concrete simulating stone.

Mayor Shaffer stated design changes could be made to incorporate the "star" into the sign. Mr. Pryzby explained the difficulty of the detail of the "Prairie Village star" noting the interior of the star is composed of the letters P and V. Mr. Wassmer stated the exact detail of the "star" does not need to be placed on the signs, noting there are several versions of the "star" being used.

Mayor Shaffer stated it can be done and he feels the signs need the "star". Mr. Pryzby asked if it should be formed in or set into the surface. Mayor Shaffer responded formed in.

Diana Ewy Sharp questioned the need for lighting so they can be seen in the evening. Mr. Pryzby stated it would cost less to add a street light than it would cost to light these signs.

Mayor Shaffer confirmed that 20 signs would be needed. Mr. Pryzby noted this number did not include signs in the city's parks.

Ruth Hopkins expressed concern with the placement of these signs in resident's front yards. Mr. Pryzby responded they would be located in City right-of-way at property lines as were the former entrance signs. Mrs. Hopkins still felt the residents should be notified before the signs are installed. Mr. Pryzby stated he would send a letter.

Pat Daniels questioned if the design should be sent back to the Parks Committee and Arts Council. It was noted that representatives of both these committees were on the ad-hoc committee and represented the views of their respective groups.

It was the consensus of the Council to move ahead with the proposed entrance signs with the "Prairie Village Star" included on the sign. Mayor Shaffer asked that the park signs be included.

Laura Wassmer asked for the cost to include some type of lighting, perhaps a decorative lamppost.

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

David Belz
Council President

**POLICE PENSION PLAN
BOARD OF TRUSTEES
August 7, 2006**

Minutes

The Police Pension Plan Board of Trustees met August 7, 2006. Present: Chairman Charles Clark and Captain Tim Schwartzkopf. Also present Karen Kindle, Finance Director and Barbara Vernon.

Request for Proposal to Provide Actuarial Services

Karen Kindle explained she received copies of RFP's other cities have used when requesting proposals for actuarial services. She also has a book prepared by the Government Finance Officer's Association to help cities with this type of RFP. After reviewing this material, she can prepare a document for committee members to review.

She asked what services Board members would like an actuarial consultant to provide. Responses included:

- City contribution requirement each year
- GASB disclosure by April 1 each year
- Actuarial report by April 1 each year
- Annual employee statements within thirty days after information is submitted by the City
- Options for officers who are retiring
- Annual open meeting with participants
- Hourly rate for "what if" questions
- Attendance at one meeting of the Board of Trustees to explain the Annual Report
- Hourly rate for optional services

Board members said they do not want to require the firm to have a physical presence in the area. They agreed to review all responses but interview only three.

Timetable:

- Draft RFP to Board members for review by 8/18
- Board comments to Karen by 8/25
- Issue RFP 8/31
- Provide respondents three weeks, require proposals to be submitted to City Clerk no later than 2:00 pm 9/22
- Board meeting during the week of 10/16 to select firms to be interviewed
- Interviews the week of 10/23
- Negotiate contract for presentation to the City Council at the November 20th meeting

Captain Schwartzkopf reported he talked to officers about the life insurance policy. They are generally surprised the insurance is not in addition to the pension but are very concerned about that amount of insurance in case of a service-related death. Barbara Vernon said the KPERS plan does provide for additional life insurance in case of a service-related death. Schwartzkopf said he would find out what KP&F and Overland Park have in their plans.

The meeting was adjourned at 4:45 pm.

Charles Clark
Chairman

SISTER CITY COMMITTEE
14 AUGUST, 2006
MINUTES

The Prairie Village Sister City Committee met at 7:00 pm in the Multipurpose Room. Members present: Cindy Dwigans, Chair, Michael Kelly, Alyce Grover, Bob McGowan, Bob Moffatt, Cleo Simmonds, Karen Wolfe, Hildegard Knopp, Dick Bills, Jim Hohensee and Ali Thompson. Also present: Doug Luther.

Noting that there were several new members in attendance, members introduced themselves and their reasons for participating in the Sister City Committee.

Minutes

Committee members approved minutes from the 10 July and prior meetings as submitted.

Report from Sister Cities International Conference

Mr. Kelly and Mrs. Grover reported that they recently attended the 50th annual Sister Cities International Conference in Washington, DC. Mr. Kelly reported that, as members of a Sister City Committee, all members should consider themselves citizen diplomats for Prairie Village. He added that there is a great deal of interest in sister city programs worldwide, particularly in developing nations.

Mrs. Grover said that participants at the conference shared information about their respective programs and provided information about "best practices" in developing and maintaining sister city relationships. She noted that some sister city organizations are active in fundraising. She displayed a scarf that is being sold by the San Antonio Sister City Committee.

Mrs. Grover said she spoke with a mayor from Cameroon who suggested that American cities seek out sister cities that differ from themselves in order to promote diversity and international understanding.

Membership

Ms Dwigans noted that she has received many applications from prospective committee members. She said these will be reviewed and the Mayor will make formal appointments in the future.

Community Profile

Mrs. Grover said she has updated the City's profile on the Sister Cities International web site, www.sister-cities.org.

Small Group Work

Committee members split into two groups to discuss the future direction and activities for the Committee. The groups were:

- Selection/Courting of a sister City
- Community Involvement

After discussion in small groups, the following reports were made to the entire committee:

Selection/Courting Group

- This group will research several German cities that may be good matches for Prairie Village, noting that Jim Hohensee has some contacts in Germany that might be able to assist. He will contact them and also research Bad Kreuznach and Bomental.

- Bob Moffat will research further Kempen, which is the hometown of Helga Beuing, a German teacher at Johnson County Community College.
- Mrs. Grover said she has contacted the German Consul to seek assistance with developing contacts with potential German cities, and will do further follow up.
- The group hopes to have 4 or 5 good prospects to discuss next month.

Community Involvement

- This group will investigate hosting a dinner/reception for exchange students attending Shawnee Mission East.
- This group will contact Olathe, Overland Park, Shawnee, and Leawood to learn about how they structure and operate their sister city organizations in an effort to develop more "best practices" for Prairie Village.
- The Committee should make plans now to have a booth at VillageFest 2007 to promote awareness of the Prairie Village Sister City Committee.

There being no further business, the meeting adjourned.

Cindy Dwigans
Chair

Council Members
Mark Your Calendars
August 21, 2006

August 2006
August 24, 2006 John Roush, Mike Walsh and Doug Bennett pastel exhibit in the R.G. Endres Gallery
Shawnee Mission School District 14th Annual Fall Breakfast – 7:30 a.m. – Overland Park Convention Center, 6000 College Blvd – Presented by Capitol Federal Savings

September 2006
September 4 Dale Cole’s Photography exhibit in the R.G. Endres Gallery
City Offices Closed observance of Labor Day
September 4 Dedication of Prairie Park 1 p.m. to 3 p.m.
September 5 Tuesday City Council Meeting
September 18 City Council Meeting
September 21 Chamber lunch at Milbourn Country Club – 11:30 a.m. – Guest speaker County Commission Chair Annabeth Surbaugh.

October 2006
October 2 Senior Arts Council mixed media exhibit in the R.G. Endres Gallery
City Council Meeting
October 7-10 League of Kansas Annual Conference in Topeka
October 16 City Council Meeting

November 2006
November 6 Mid-America Pastel Society’s exhibit in the R.G. Endres Gallery
City Council Meeting
November 7 Johnson County Election
November 20 City Council Meeting
November 23-24 City offices closed in observance of Thanksgiving

December 2006
December 1 Marearl Denning photography and ceramics exhibit in the R.G. Endres Gallery
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

January 2007
January 1 Rebecca Darrah watercolor on cloth exhibit in the R.G. Endres Gallery
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

February 2007
February 5 Ted DeFeo photography exhibit in the R.G. Endres Gallery
City Council Meeting
February 19 City offices closed in observance of President’s Day
February 20(Tuesday)City Council Meeting

March 2007
March 5 A. J. Weber mixed media exhibit in the R. G. Endres Gallery
City Council Meeting
March 10-14 NLC Congressional Conference in Washington D.C.
March 19 City Council Meeting

ANIMAL CONTROL COMMITTEE

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

COMMUNICATIONS COMMITTEE

COM2000-01 Consider redesign of City flag (assigned 7/25/2000)
COM2000-02 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for 1st Quarter 2001)
COM2000-04 Consider the installation of marquees banners at City Hall to announce upcoming civic events (assigned Strategic Plan for 1st Quarter of 2001)
COM2006-01 Consider Community Profile

COUNCIL COMMITTEE

COU99-13 Consider Property Audits (assigned 4/12/99)
COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)
COU2000-44 Provide direction to PVDC regarding its function / duties (assigned 2000 Strategic Plan)
COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)
COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)
COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)
COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)
COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)
COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)
COU2005-15 Consider planning meetings for the Governing Body (assigned 9/6/2005)
COU2005-16 Consider how to improve Council's effectiveness as a team (assigned 9/6/2005)
COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)
COU2005-19 Consider term limits for elected officials and committees (assigned 9/6/2005)
COU2005-21 Develop a policy for use of Fund Balance (assigned 9/6/2005)
COU2005-22 Consider Council mentoring program (assigned 9/6/2005)
COU2005-23 Consider sponsoring social events with other jurisdictions (assigned 9/6/2005)
COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)
COU2005-29 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 75th Street (assigned 8/1/2006)
COU2006-23 Consider Mission Hills Public Safety Budget (assigned 8/11/2006)

LEGISLATIVE/FINANCE COMMITTEE

- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and where appropriate (assigned Strategic Plan for 1st Quarter of 2001)
- LEG2003-12 Consider Resident survey - choices in services and service levels, redevelopment (assigned 8/7/2003)
- LEG2000-25 Review fee schedules to determine if they are comparable to other communities and where appropriate (assigned Strategic Plan for 1st Quarter of 2001)
- LEG2003-12 Consider Resident survey - choices in services and service levels, redevelopment (assigned 8/7/2003)
- LEG2004-31 Consider Lease of Park Land to Cingular Wireless (assigned 8/31/2004)
- PK2005 -11 Consider Use of right-of-way island at Somerset and Lee Blvd (assigned to L/F Committee)
- LEG2005-49 Consider Building Permit and Plan Review Fees (assigned 12/21/2005)

PARKS AND RECREATION COMMITTEE

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

PLANNING COMMISSION

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

POLICY/SERVICES

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)
- POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)
- POL2005-03 Consider Project 190850: Reeds Street - 69th to 71st St. (assigned 1/31/2005)
- POL2005-04 Consider Project 190809: 75th Street and State Line Road (assigned 2/1/2005)
- POL2005-11 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 - 91st to 95th (assigned 4/25/2006) 11/20/2005)
- POL2006-10 Consider Project 190858: 2006 Crack/Slurry/Microsurfacing Program (assigned 3/2/2006)
- POL2006-11 Consider Project 191014: 2006 Concrete Repair Program (assigned 3/2/2006)
- POL2006-12 Consider Project 190856: 95th Street - Mission to Nall (assigned 4/25/2006)
- POL2006-13 Consider Project 190851: 2006 Paving Program (assigned 4/25/2006)

PRAIRIE VILLAGE ARTS COUNCIL

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