

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, December 18, 2017
6:00 PM

AGENDA

JORI NELSON, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

*COU2017-52 Consider approval of an agreement with ETC Institute for a citizen survey
Alley Porter

*COU2017-53 Consider approval of Ordinance 2373 amending section 1-203, entitled
"Same Meetings"
City Attorney

Exterior Grant Presentation
Dan Hanover

Discussion of pool operations
Alley Porter

*Council Action Requested the same night



ADMINISTRATION

Council Committee Date: December 18, 2017
City Council Meeting Date: December 18, 2017

COU2017-52: Consider Agreement with ETC Institute to Conduct a Citizen Satisfaction Survey for Prairie Village.

RECOMMENDATION

Staff recommends a motion to approve an agreement with ETC Institute to conduct a citizen satisfaction survey.

MOTION

Approve an agreement with ETC Institute to conduct a citizen satisfaction survey for the City of Prairie Village for \$15,000.

BACKGROUND

The City recently requested proposal from qualified vendors to assist with developing and conducting a citizen satisfaction survey. Three firms submitted proposals by the December 1, 2017 deadline.

- Chandlerthinks (Franklin, Tennessee): \$14,950 (does not include travel costs)
- ETC Institute (Olathe, Kansas): \$15,250
- Nexus Analytics (Renton, Washington): \$16,900

The Assistant City Administrator, Assistant to the City Administrator, and the Graduate Management Intern reviewed the proposals and found ETC Institute to be the most qualified for a number of reasons, including, but not limited to:

- The firm specializes in the design and administration of market research for governmental organizations and has conducted surveys for local communities such as Johnson County, Merriam, Shawnee, Lenexa, and Kansas City, Missouri
- The ability to benchmark nationally and regionally as well as geocoding capabilities
- Proposal calls for 400 completed surveys (via mail, phone, and internet), which has a margin of error of +/- 4.9% at the 95% level of confidence

After preliminary discussions with ETC Institute, their proposed cost was renegotiated to fit within the City's budgeted funds.

FUNDING

\$15,000 in 2018 Budget for a Residential Survey

ATTACHMENTS

Agreement with ETC Institute

ETC Institute's Response to Citizen Satisfaction Survey RFP

PREPARED BY

Alley Williams

Assistant to the City Administrator

Date: December 13, 2017

A Proposal to Conduct a Citizen Satisfaction Survey for Prairie Village

...helping organizations make better decisions since 1982

2017

Submitted to the City of Prairie Village, Kansas

ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061

December 11, 2017





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Marketing Research, Demography, Statistical Applications

725 W. Frontier Circle, Olathe, Kansas 66061
(913) 829-1215 FAX: (913) 829-1591

December 1, 2017

Alley William
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

A Proposal to Conduct the City of Prairie Village's Citizen Satisfaction Survey

Dear Members of the Selection Committee:

ETC Institute is pleased to submit a proposal to conduct a Citizen Satisfaction Survey for the City of Prairie Village, Kansas. In response to your RFP, you will find enclosed three (3) hardcopy copies and one (1) electronic copy of a proposal from ETC Institute.

The proposal is intended to be completely responsive to the RFP and has been organized as follows:

- Executive Summary
- Section 1: Firm Overview
- Section 2: Scope of Work
- Section 3: References
- Section 4: Project Schedule
- Section 5: Project Budget
- Section 6: Resumes of Key Personnel

Firm Overview

ETC Institute is recognized as a national leader in the design and administration of market research for local governments. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute employs 100 employees at the home office in Olathe, Kansas and has designed and administered more than 3,500 statistically valid surveys and moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. ETC Institute has conducted research for more large U.S. communities than any other firm.

ETC Institute Has the Ability to Compare Prairie Village's Performance with Other Communities.

Our firm maintains national and regional benchmarking data for resident and community surveys that provide comparative norms for over 80 local governmental services. Unlike some comparative databases that use comparative data from secondary sources, ETC Institute's data

is from surveys that were all administered by ETC Institute. This ensures that the results for the City are directly comparable to other similarly-sized communities. ETC Institute's database only includes data from surveys that have been administered during the past three years. This ensures that our comparative norms are truly representative of existing attitudes and expectations regarding the delivery of local governmental services. ETC Institute also maintains an extensive collection of data from municipalities throughout the Kansas City Metro that can be compared to Prairie Village's results.

ETC Institute Has the Most Updated and Innovative Analytical Tools to Help the City Understand and Utilize Survey Data. Today, government officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied. The **Importance-Satisfaction (IS) rating** is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that cities will maximize overall citizen satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived level of importance of the service is relatively high. This analysis tool helps our clients to identify specific drivers of satisfaction.

ETC Institute also has the capabilities to generate maps of the survey results. GIS Mapping is used to show how respondents in different areas of a community rate various services. Our GIS capabilities will also give us the advantage of knowing exactly where each survey respondent is located. This will allow for an accurate analysis of responses among various district boundaries.

ETC Institute is a Full-Service Market Research Company. ETC Institute has a research center equipped with five dozen call stations, state-of-the-art focus group facilities, and a mail processing center capable of processing more than 30,000 pieces of mail per day. ETC Institute also has the most up-to-date technology and professional staff needed to administer surveys online. ETC Institute has extensive capabilities for the administration of surveys in Spanish; we employ 20 employees that are fluent in Spanish. If the City selects ETC Institute for this project, all of the work will be done in-house by ETC Institute staff. This will ensure that the highest levels of quality are maintained.

A Few Good Reasons to Select Our Team

- ✓ **ETC Institute is very familiar with the area.** ETC Institute has conducted survey research in dozens of communities throughout the state of Kansas, and over 30 communities in the Kansas City Metro Area.
- ✓ **ETC Institute guarantees that we will be very responsive to your needs.** ETC Institute administered a survey to organization that had used our services. Among the 151 clients who responded to the survey, 100% were satisfied with the service they received and 100% indicated they would recommend our firm to other organizations. The reason ETC Institute's customer satisfaction levels are so high is due to our commitment to the needs of our clients.

- ✓ **ETC Institute's most senior professionals will be managing this project on a daily basis.** By having experienced, senior personnel lead the day-to-day management of each task, ETC Institute will ensure that your organization receives the highest level of service possible and that high standard of quality control are maintained. The City will receive priority for resources from our firm and we will ensure that the project is accomplished according to your schedule. To ensure your success, we have assembled a team of the very best market researchers and experts to assist with the design of surveys, the development of the sampling plans, the administration of the surveys, and the analysis of the data collected. Our team has unparalleled expertise in project management, survey design, sampling methodology and survey administration.

Closing

ETC Institute will work very closely with the City and do everything possible to ensure the survey meets the high expectations you have set for this project. **No firm is better suited to help you understand and use resident survey data than ETC Institute.** Our experience with market research for local governments is second to none, and clients in 49 states can attest to our commitment and attention to customer satisfaction.

We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call us at (913) 829-1215.

Best regards,



Jason Morado
Senior Project Manager, ETC Institute
725 W Frontier Lane, Olathe KS 66061
913-829-1215
jmorado@etcinstitute.com
www.etcinstitute.com

Section 1

Firm Overview

ETC Institute – Firm Overview

ETC Institute is a 102-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. **ETC Institute has conducted research for more major U.S. cities and counties than any other firm.** Some of the large communities where ETC Institute has conducted surveys include:

- Atlanta, Georgia
- Austin, Texas
- Broward County, Florida
- Buffalo, New York
- Charlotte, North Carolina
- Cincinnati, Ohio
- Colorado Springs, Colorado
- Columbus, Ohio
- Dallas, Texas
- DeKalb County, Georgia
- Denver, Colorado
- Des Moines, Iowa
- Detroit, Michigan
- Durham, North Carolina
- Dupage County, Illinois
- Fairfax County, Virginia
- Fort Worth, Texas
- Fort Lauderdale, Florida
- Fulton County, Georgia
- Houston, Texas
- Indianapolis, Indiana
- Kansas City, Missouri
- King County, Washington
- Las Vegas, Nevada
- Los Angeles, California
- Louisville, Kentucky
- Mecklenburg County, North Carolina
- Mesa, Arizona
- Miami, Florida
- Miami-Dade County, Florida
- Milwaukee County, WI
- Nashville, Tennessee
- Norfolk, Virginia
- Oakland, California
- Oakland County, Michigan
- Oklahoma City, Oklahoma
- Phoenix, Arizona
- Portland, Oregon
- Prince George County, Maryland
- Providence, Rhode Island
- Raleigh, North Carolina
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- St. Paul, Minnesota
- St. Louis, Missouri
- Tucson, Arizona
- Virginia Beach, Virginia
- Washington, D.C.
- Westchester County, New York
- Wayne County, Michigan

Our Research is Implementation Oriented: ETC Institute’s clients do not usually hire ETC Institute just to gather data. They use our services because they know we are focused on helping them achieve their short and long-range objectives. A good measurement of our ability to help our clients implement their goals and objectives involves the values of new projects that have been funded as a result of our work. During the past five years, the results of our market research have led to more than \$3 billion in new funding for state, municipal and county governments as well as numerous nonprofit organizations. Projects that have been funded include a wide range of transportation improvements, community redevelopment projects, improvements to schools and health care institutions, water and electrical utility improvements, tourism attractions, neighborhood improvements, downtown revitalization projects, open space acquisition and park improvements, and the development of numerous specialized leisure facilities such as community centers, aquatic centers, and sports facilities. Our ability to help our clients integrate survey research with community planning decisions helps our clients maximize the value of their investment in our services.

Our Research Helps Leaders Balance the Needs of the Public with Special Interest Groups. Special interest groups often dominate local-decision making processes because they actively participate in community meetings and share their ideas with local officials. While input from special interest groups is important, the needs of the public can be overlooked if community leaders only have input from well organized groups and community activists. ETC Institute’s surveys are designed to ensure the needs of the entire community are represented.

Accomplishments/Awards

Small Business of the Year. ETC Institute was awarded the Greater Kansas City Chamber of Commerce's "**Top 10 Small Business of the Year Award**". ETC Institute was selected from more than 1,700 nominees for the award. Commitment to quality and superior customer service were two of the reasons the firm was selected.

Best Place to Work. ETC Institute was also selected as one of the “Best Places to Work in Greater Kansas City” by the Kansas City Business Journal. ETC Institute received special recognition for our commitment to having a diverse work environment with regard to race/ethnicity, gender, faith, physical ability, and age.

Kansas City’s Top 100 Fastest Growing Companies. For three consecutive years, ETC Institute was selected as one of the “Top 100 Fastest Growing Companies in the Kansas City Area” by Ingram’s Kansas City Business Journal.

America’s Fastest-Growing Private Companies. ETC Institute recently ranked 3459 among the “Top 5000” fastest growing private companies.

Market Research Services Provided

ETC Institute provides a host of market research services including the following:

Focus Groups and Stakeholder Interviews

ETC Institute has facilitated focus groups and stakeholder interviews for organizations across the United States. Focus groups have been conducted for a wide range of assessments, public policy initiatives, strategic and long-range planning efforts, visioning plans, comprehensive planning efforts, parks and recreation master plans, transportation plans, health care strategic plans, bi-state planning efforts, customer satisfaction initiatives, and numerous state, regional, and national associations.

Survey Research

ETC Institute is nationally recognized for our expertise in survey research. We have been helping non-profit and local governmental organizations use surveys as a guiding force for setting measurable community level goals and priorities for more than two decades. During the past two years alone, ETC Institute has designed and administered market research assessments on behalf of clients in more than 40 states

On-Line (Web-based) Market Research

ETC Institute can help organizations gather input via the Internet with our on-line market research division. Internet-based surveys are suitable for a wide range of purposes including: customer satisfaction surveys, employee surveys, business surveys, and other purposes.

Consensus Building Workshops

At the end of a project, ETC Institute can facilitate workshops with senior managers and/or elected officials. The workshop is designed to build consensus around “top priorities” for the City, based on the results of the survey. The workshop helps set the stage for acceptance of the recommendations as well as action that will lead to the implementation of initiatives that will support the recommendations.

Surveys of Underserved/Environmental Justice Groups

ETC Institute understands the importance of gathering data from traditionally underserved populations. During the past two years, ETC Institute has administered more than 75,000 surveys to traditionally underserved populations. Our extensive experience in the recruitment of traditionally underserved populations to participate in surveys ensures that our clients get accurate data for a wide range of difficult to reach populations **including non-English speaking persons**, persons with mental and physical disabilities, inner city and rural poor, and the elderly. ETC Institute has the capability of administering surveys in more than 20 languages, including: English, Spanish, Russian, Mandarin, and Cantonese.

Secondary Data Analysis

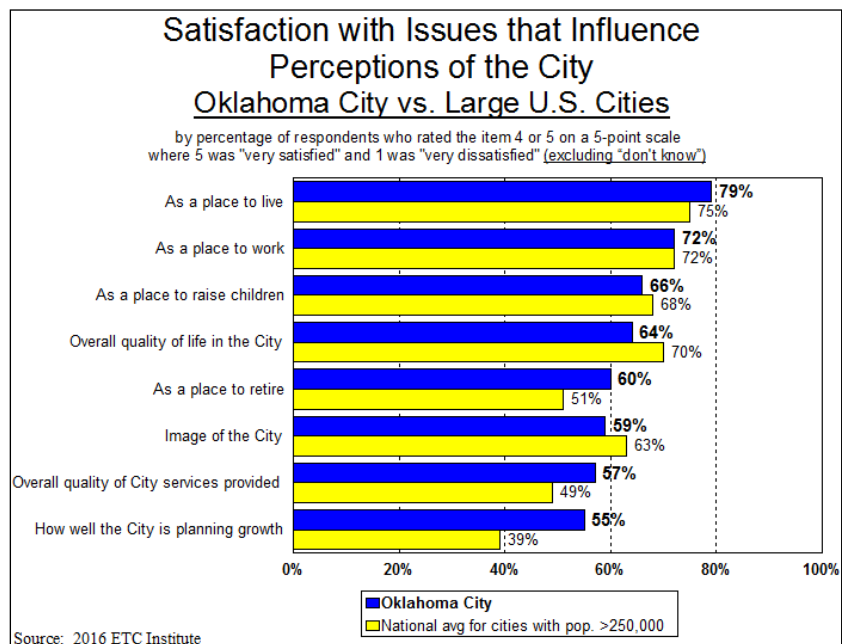
ETC Institute has had extensive experience conducting primary and secondary research efforts for a wide range of governmental organizations in major metropolitan areas for over 30 years. ETC Institute has the expertise to perform needs assessment research that adheres to rigorous standards for impartiality and addresses the issues most valuable to decision-makers.

Benchmarking Analysis (Normative Comparisons)

Benchmarking analysis is a highly effective tool that helps decision-makers interpret the meaning of community survey data. If 64% of residents are satisfied with the condition of city streets, is that good or bad? Without comparative data, it is difficult to know. ETC Institute maintains **national** and **regional benchmarking data** for more than 80 types of local governmental services, including the following:

- Public safety (police, fire, ambulance)
- Maintenance/public works
- Planning
- Communications
- Code enforcement
- Transportation and traffic flow
- Parks and recreation
- Utilities (water, sewer, etc.)
- Public health services
- Library services

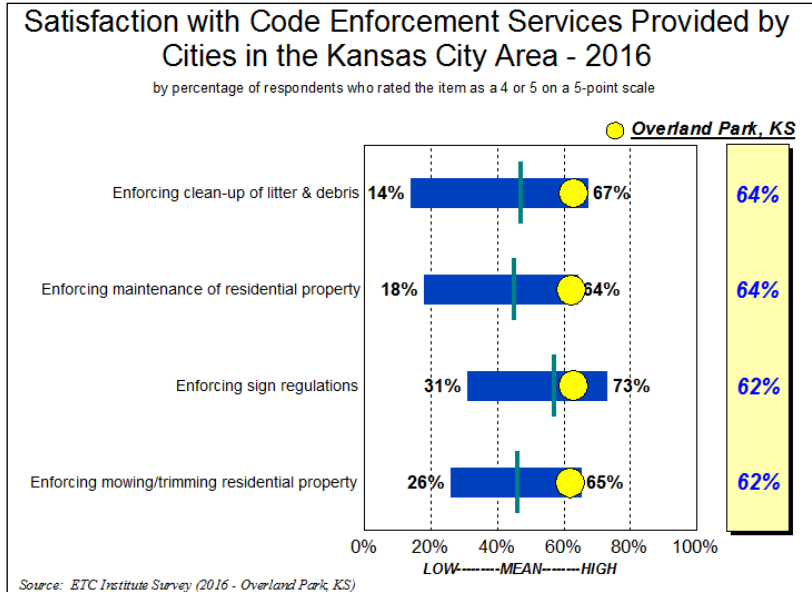
Benchmarking data can help local governments understand how their results compare to similar communities. For example, 57% of the residents in the City of Oklahoma City were “very satisfied” or “satisfied” with the overall quality of City services. Without comparative data, City leaders might have wondered whether 57% was an acceptable rating. As the chart on the following page shows, 57% is a relatively good rating for this issue among large cities in the U.S. Based on the results of national research conducted by ETC Institute for large U.S. cities with populations of 250,000 or more, the average satisfaction rating with the overall quality of services provided by the City was 49%.



Based on the results of national research conducted by ETC Institute for large U.S. cities with populations of 250,000 or more, the average satisfaction rating with the overall quality of services provided by the City was 49%.

Since November 1999, more than 250 cities and counties in more than 40 states have used ETC Institute’s Benchmarking database to set and monitor progress toward a wide range of organizational goals. Most participating city and counties conduct the survey on an annual or biennial basis.

ETC Institute's experience with customer satisfaction research for city and county governments provides our clients with a unique capability for interpreting the meaning of survey results. Without benchmarking data, it would be easy to make mistakes in the interpretation of survey results. Compared to other communities in the Kansas City Metro Area, ETC Institute's benchmarking

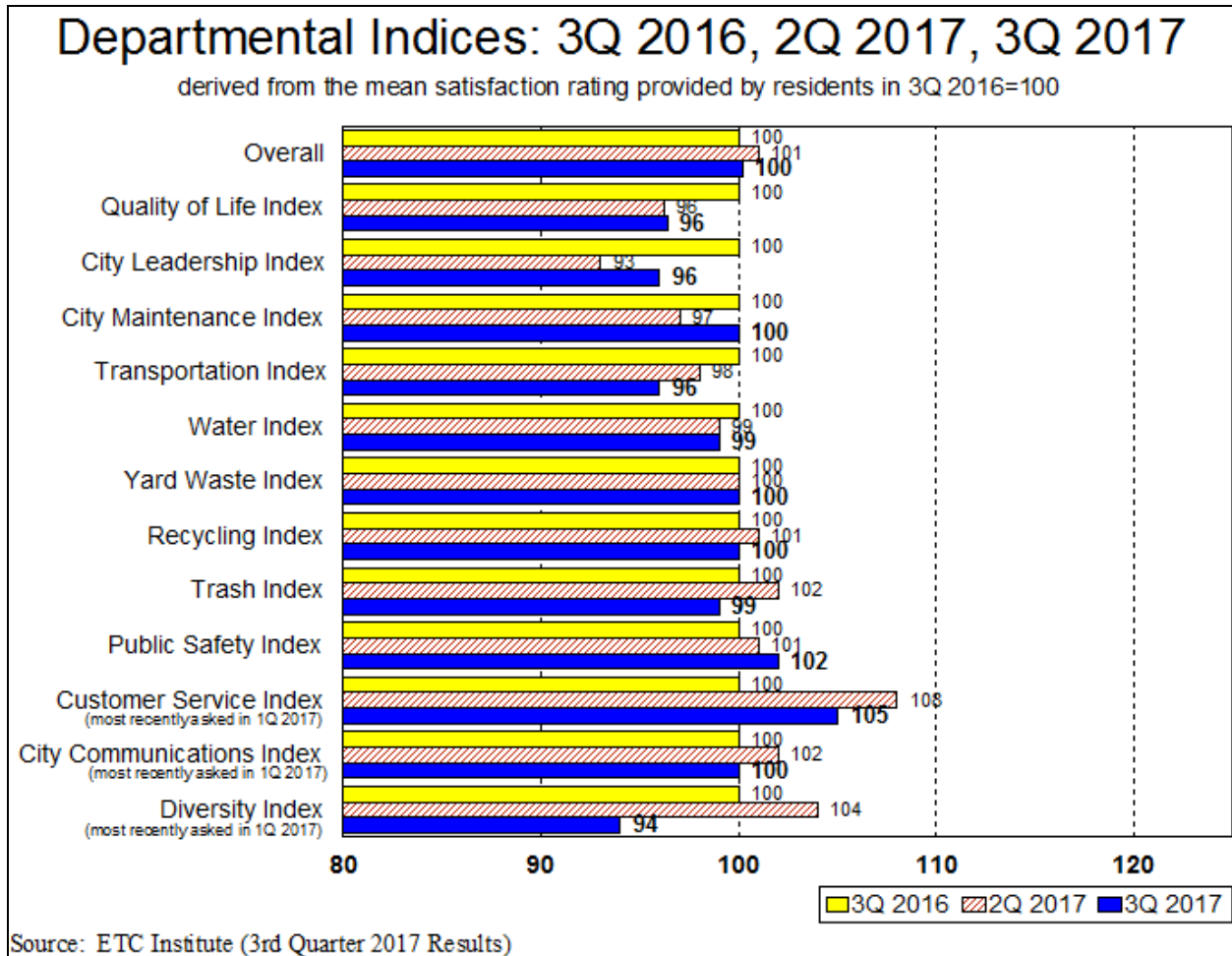


data showed that Overland Park was performing very well. The Metro average for satisfaction with the enforcement of the maintenance of residential property in the City was 45%, which meant that Overland Park rated 19% above the Metro's average set a new high in our database. The dots on the chart to the right show the ratings for the City of Overland Park. The percentage to the left of the horizontal bar shows the lowest rating among the cities that are included in ETC Institute's database; the percentage to the right of the horizontal bar shows the highest rating among this group of cities; the vertical bar in the center marks the Metro average based on the results surveys that are administered annually by ETC Institute.

Our research has shown that cultural norms often influence customer satisfaction survey results on city services regardless of how well the service is delivered. Another example of this is that residents almost always rate the maintenance of city streets lower than the quality of fire services even in communities that have good streets and major problems with fire services. Without benchmarking data, it is difficult to isolate the influences that cultural norms have on public perceptions about local governmental services, which can lead to faulty conclusions and recommendations.

Benchmarking Performance Over Time ETC Institute can also help organizations develop composite customer satisfaction indices that can be used to track overall performance in more than 50 categories of service delivery. The index works like the Consumer Price Index (CPI). The index is a function of the City's composite performance in selected areas relative to the Base Year. Changes in the index from one year to the next shows how overall satisfaction with city services has changed relative to the base year. The data is compared to regional trends which are shown as a composite index for the region. This allows the City or County to see how its performance changes compared to other cities in the area.

An example of composite satisfaction indices that ETC Institute has developed to help city and county governments track performance over time is shown in the chart below. These indices were developed for the City of Olathe, KS to track their performance in 13 major service areas. The chart shows how the City has performed on a quarterly basis.



Importance-Satisfaction Analysis

Importance-Satisfaction (I-S) Analysis is a tool that allows public officials to use survey data as a decision-making resource. The Importance-Satisfaction analysis is based on the concept that public agencies will maximize overall satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Importance-Satisfaction Rating is a tool that is used by ETC Institute to help public officials use survey data to establish organizational priorities. More than 200 governmental agencies currently use ETC Institute’s I-S Rating. The Importance-Satisfaction Rating is based on the concept that organizations will maximize overall customer satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

ETC Institute began using Importance-Satisfaction analysis in the 1980's to allow governmental organizations the ability to assess the quality of service delivery. During the past 30 years, ETC Institute has continually refined the analysis to maximize its usefulness as a decision-making tool. The methodology for calculating the Importance-Satisfaction Matrix and the Importance-Satisfaction Rating will be provided if ETC Institute is selected for this study.

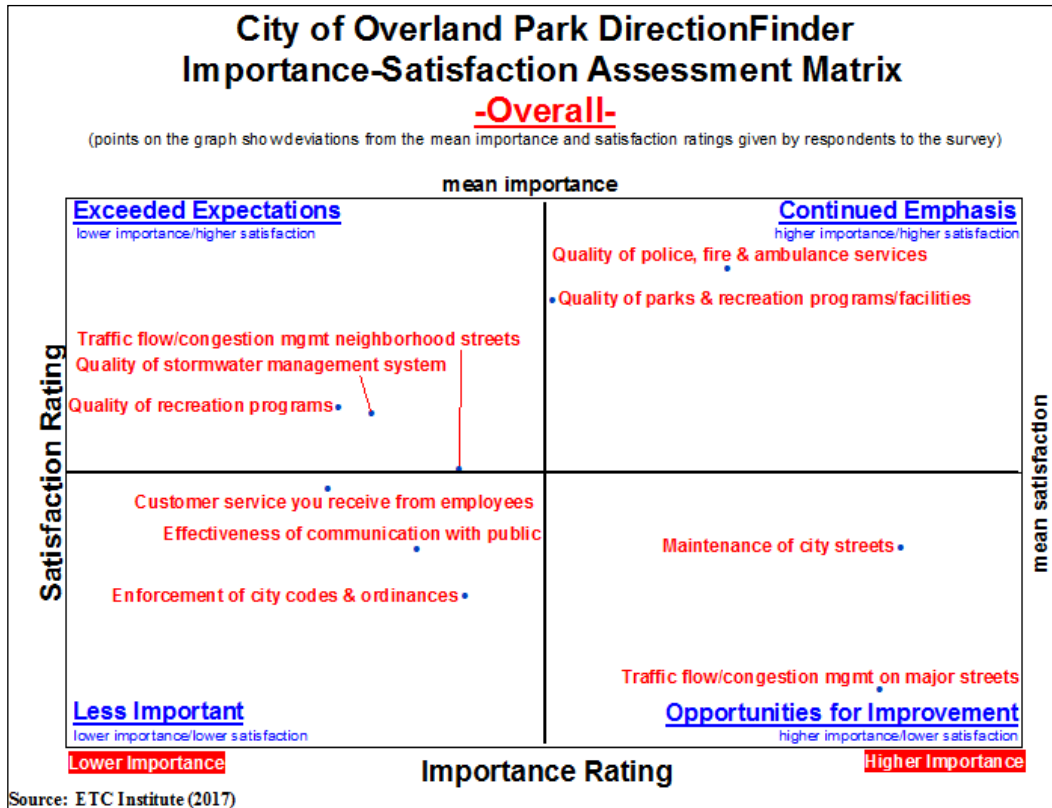
The table on the below offers an example of the I-S Rating from the 2016 City of Durham Direction Finder Survey. The table shows that the City of Durham could maximize resident satisfaction with parks and recreation services by investing in greenways and trails and a larger variety of City recreation opportunities. Investments in the length of commutes to desired recreation amenities would have the least impact on overall satisfaction with the City's parks and recreation system.

2016 Importance-Satisfaction Rating City of Durham Parks, Recreation, and Open Space						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Greenways & trails	31%	1	63%	1	0.1144	1
Variety of City recreation opportunities	20%	3	48%	7	0.1047	2
Medium Priority (IS <.10)						
Cultural programming	24%	2	61%	2	0.0925	3
Recreation Center programs	16%	4	48%	8	0.0844	4
Outdoor athletic fields & courts	16%	5	55%	4	0.0728	5
Aquatic programs	11%	6	40%	9	0.0662	6
Customer service provided by City's Parks & Recreation staff	7%	7	54%	5	0.0338	7
Athletic programs	6%	8	49%	6	0.0286	8
Length of your commute to your desired recreation amenities	6%	9	56%	3	0.0245	9

ETC Institute can also develop **Importance-Satisfaction matrices** to display the perceived importance of core services against the perceived quality of service delivery. The two axes on the matrices will represent Satisfaction and Importance. The I-S (Importance-Satisfaction) matrix allows public officials to analyze the survey data as described and shown below.

- **Continued Emphasis (above average importance and above average satisfaction).** This area shows where the City is meeting customer expectations. Items in this area have a significant impact on the customer's overall level of satisfaction. The City should maintain (or slightly increase) emphasis on items in this area.
- **Exceeding Expectations (below average importance and above average satisfaction).** This area shows where the City is performing significantly better than customers expect the organization to perform. Items in this area do not significantly impact the customer's overall level of satisfaction. The City should maintain (or slightly decrease) emphasis on items in this area.
- **Opportunities for Improvement (above average importance and below average satisfaction).** This area shows where the City is not performing as well as residents expect the City to perform. This area has a significant impact on customer satisfaction. The agency should DEFINITELY increase emphasis on items in this area.

- Less Important (below average importance and below average satisfaction).** This area shows where the City is not performing well relative to the agency’s performance in other areas; however, this area is generally considered to be less important to residents. This area does not significantly impact the customer’s overall level of satisfaction because the items rated are less important to residents. The City should maintain current levels of emphasis on items in this area.



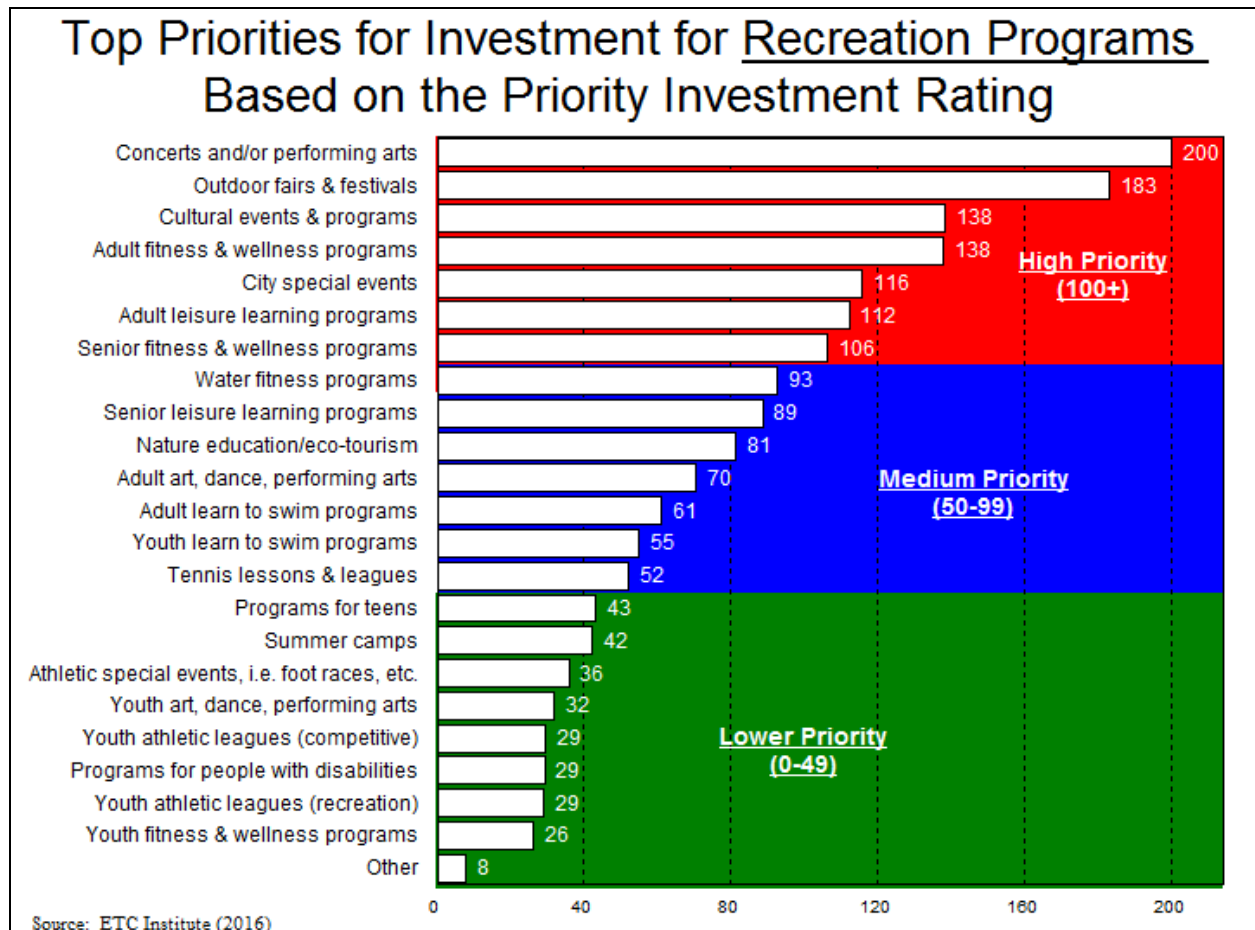
Priority Investment Rating Analysis

The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide governments with an objective tool for evaluating the priority that should be placed on parks and recreation investments. The rating system helps to identify the facilities and programs residents think should receive the highest priority for investment. The priority investment rating reflects the importance residents place on items (sum of top 4 choices) and the unmet needs (needs that are only being partly or not met) for each facility/program relative to the facility/program that rated the highest overall. Since decisions related to future investments should consider both the level of unmet need and the importance of facilities and programs, the PIR weights each of these components equally.

The PIR reflects the sum of the Unmet Needs Rating and the Importance Rating as shown in the equation below:

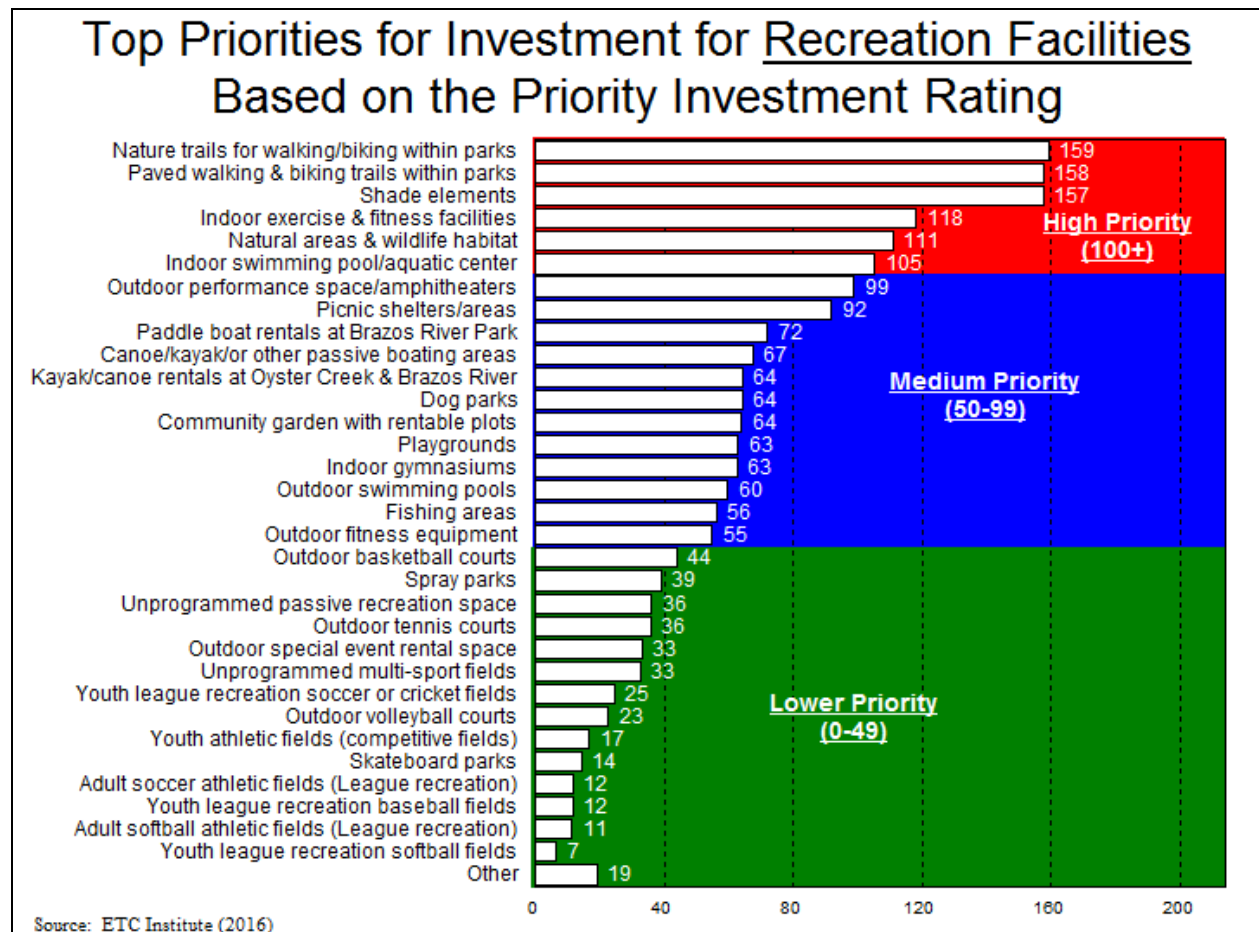
$$PIR = UNR + IR$$

For example, suppose the Unmet Needs Rating for playgrounds is 26.5 (out of 100) and the Importance Rating for playgrounds is 52 (out of 100), the Priority Investment Rating for playgrounds would be 78.5 (out of 200).



How to Analyze the Charts:

- **High Priority Areas** are those with a PIR of at least 100. A rating of 100 or above generally indicates there is a relatively high level of unmet need and residents generally think it is important to fund improvements in these areas. Improvements in this area are likely to have a positive impact on the greatest number of households.
- **Medium Priority Areas** are those with a PIR of 50-99. A rating in this range generally indicates there is a medium to high level of unmet need or a significant percentage of residents generally think it is important to fund improvements in these areas.
- **Low Priority Areas** are those with a PIR below 50. A rating in this range generally indicates there is a relatively low level of unmet need and residents do not think it is important to fund improvements in these areas. Improvements may be warranted if the needs of very specialized populations are being targeted.



Internal Capacity and Resources

Unlike many firms who outsource data collection activities, ETC Institute has in-house capabilities for performing all data collection tasks. This provides our clients with two advantages. First, we are able to directly control the scheduling of all research activities to ensure that all surveys are completed on time.

Second, our senior research professionals are able to directly monitor the administration of the survey, which allows our team to understand anomalies in the data collection process which could later compromise the analysis and interpretation of the data.

ETC Institute's in-house resources will allow the project team to monitor all phases of the survey administration process, which will ensure that the highest standards of quality are maintained. In-house services include:

Online Survey Administration. ETC Institute offers an arsenal of state of the art survey tools, covering every survey type and all stages of a survey's lifecycle, from survey design and testing, to data collection and processing, analysis and results visualization, to reporting. Our online surveys can accommodate any question type and an unlimited number of responses. ETC's in-house software development team can quickly customize every aspect of our survey software, create custom-designed questions, and quickly develop survey tools that ideally suit our clients' needs. Our online surveys are optimized to work in all popular web browsers.

Mail Center. Our Pitney Bowes mail processing and postage metering system is capable of processing up to 30,000 pieces of mail per day, including surveys, postcard reminders, thank you letters, and other information sent to survey participants. We maintain a return-reply permit with the U.S. Post Office, which allows us to provide survey respondents with postage-paid return envelopes.

Call Center. Research efforts to date range in size from several hundred surveys to more than 15,000 surveys. Since 1998, ETC Institute has surveyed more than 1.5 million residents on behalf of 700 cities and counties in 49 states. ETC Institute's market research accuracy and attention to client needs is unparalleled. The new call center is equipped with 40 interviewing stations that can easily be expanded to accommodate 100 interviewers. Daily survey administration capabilities include:

- 1,960 completed 5-minute surveys per day
- 1,430 completed 10-minute surveys per day
- 1,020 completed 15-minute surveys per day
- 780 completed 20-minute surveys per day

Foreign Languages. In-house foreign language translation and telephone recruitment services for more than 20 languages, including Spanish, Mandarin, Cantonese, and Russian.

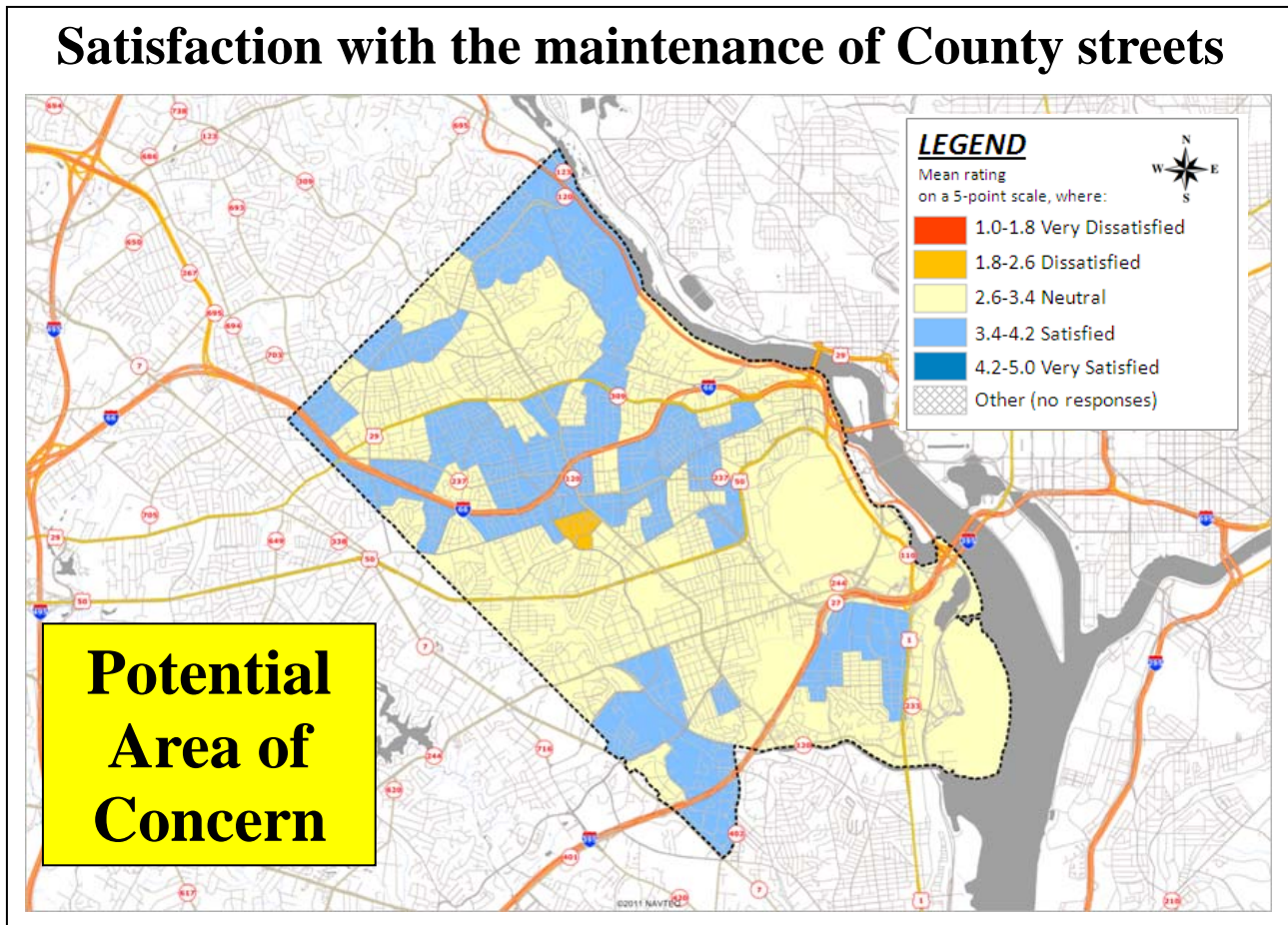
Quality Control. ETC Institute's quality control procedures for the administration of market research were recently reviewed and accepted by the U.S. Office of Management and Budget for our work with the National Park Service.

Geocoding Experience and Capabilities

ETC Institute staff has successfully geocoded survey results for dozens of market research projects in the past three years.

Our GIS team will bring highly developed and current skills in automated information collection, data cleanup and manipulation, state-of-the-art geocoding, and database development to this assignment. Our planners and technicians routinely support transportation planning, customer satisfaction analysis, parks and recreation planning and other planning and modeling efforts around the country.

The map below identifies areas in Arlington County, Virginia where residents were dissatisfied with the maintenance of County streets. The shaded colors on the map correspond to the level of satisfaction. Areas of blue indicate higher levels of satisfaction, yellow areas indicate neutrality and orange or red areas indicate dissatisfaction.



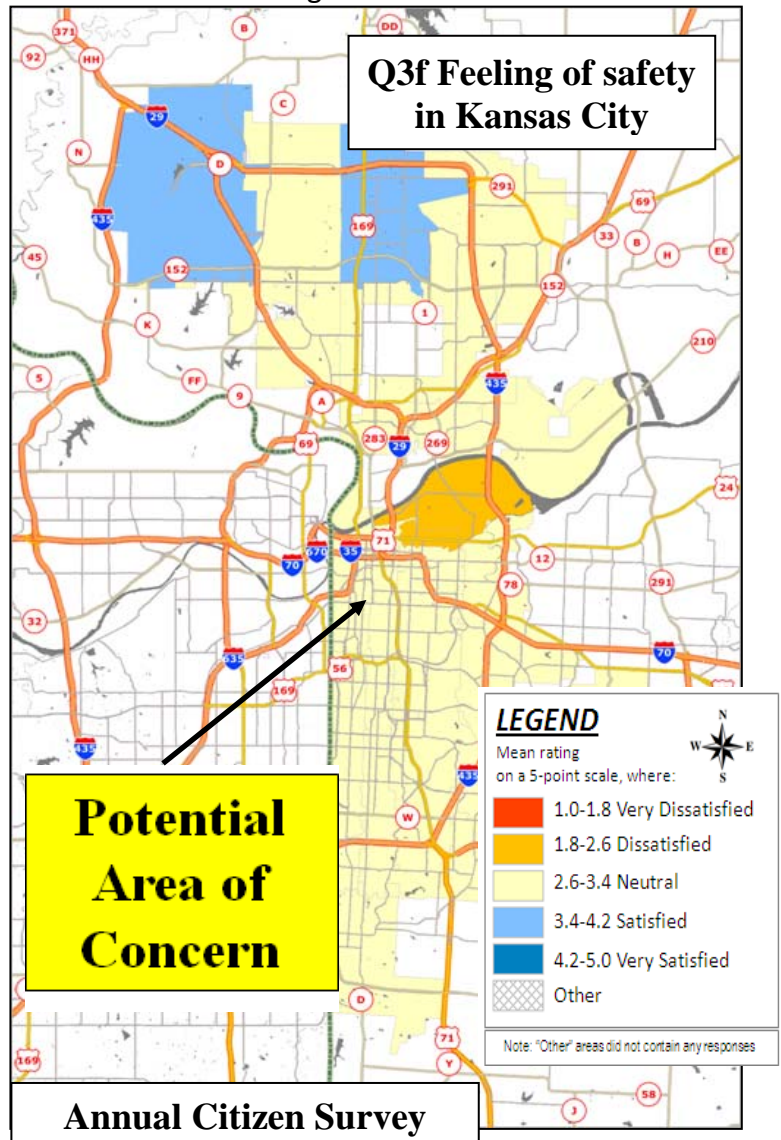
Over the past ten years, our GIS team has geocoded a wide range of address information including:

- Areas of satisfaction and dissatisfaction with the delivery of city and county services
- Origins and destinations for household travel and roadside intercept surveys
- Visitor destinations for tourism-related projects
- Locations of residents who are satisfied or dissatisfied with the quality of city services
- Locations of residents who have needs for various types of parks and recreation programs and facilities
- Locations of persons who are likely to support various election issues
- Locations of persons who have experienced flooding in their homes
- Locations of businesses and non-profit organizations who would support stormwater fees and many other types of data
- Locations of support and opposition to voter initiatives

GIS maps not only provide our clients with a visual representation of the areas of the City that are surveyed, but they also show areas where residents have the greatest and least amount of satisfaction with various services. The map below shows levels of satisfaction with the feeling of safety in Kansas City, Missouri. Areas in blue identify areas with high levels of satisfaction. Areas in orange identify areas with lower levels of satisfaction. The map shows that residents living in the central area of Kansas City feel less safe than residents in other areas of the City.

Our GIS technicians have developed an exceptional working relationship that benefits our clients. This technology has helped to improve data reliability and gives our team the ability to deliver a top quality product on time and on budget.

At ETC Institute, we accurately geocode (provide longitude and latitude) lists of addresses, intersections, place names, tourist attractions, transit stops, and almost any other location records anywhere in the U.S. with very high match rates. Our record “hit” rates are well above the industry average thanks to our well-thought-out, systematic, and rigorous record quality assurance process (REQAP), which begins at the survey design stage and continues until the last record has been geocoded and verified.




National Experience

ETC Institute is the nation’s leading firm in the field of customer-oriented market research for local governmental organizations. In addition to the locations that have been described on the previous pages, ETC Institute has conducted surveys in more than 850 communities across the United States since 2006. The map below shows some of the locations where ETC Institute has conducted surveys. Since it would take hundreds of pages to provide descriptions of all of our community survey experience, we have simply listed many of the locations where we have conducted surveys below and on the following pages.

ETC Institute

**A National Leader in Market Research
for Local Governmental Organizations**

...helping city and county governments gather and use survey data to enhance
organizational performance for more than 30 years



**More than 2,050,000 Persons Surveyed Since 2006
for more than 850 cities in 49 States**

Communities Where ETC Institute Has Conducted Surveys

- Alexandria, Virginia
- Ames, Iowa
- Anniston, Alabama
- Arapaho County, Colorado
- Arlington County, Virginia
- Aspen, Colorado
- Atchison, Kansas
- Athens-Clark County, Georgia
- Atlanta, Georgia
- Auburn, Alabama
- Auburn, California
- Augusta, Georgia
- Aurora, Colorado
- Austin, Texas
- Ballwin, Missouri
- Bartlesville, Oklahoma
- Baton Rouge, Louisiana
- Battle Creek, Michigan
- Beaumont, Texas
- Bellevue, Washington
- Bend, Oregon
- Bensenville, Illinois
- Berkley, Michigan
- Billings, Montana
- Bloomington, Indiana
- Blue Springs, Missouri
- Boerne, Texas
- Bonner Springs, Kansas

- Booneville, Missouri
- Branson, Missouri
- Brentwood, Missouri
- Bridgeport, Connecticut
- Brooklyn, Ohio
- Broward County, Florida
- Brownsville, Texas
- Brunswick, Maine
- Buffalo, New York
- Burien, Washington
- Butler, Missouri
- Burbank, California
- Cabarrus County, North Carolina
- Calgary, Canada
- Camas, Washington
- Canon City, Colorado
- Canton Township, Michigan
- Carmel, Indiana
- Carol Stream, Illinois
- Casa Grande, Arizona
- Casper, Wyoming
- Castle Rock, Colorado
- Cedar Rapids, Iowa
- Champaign, Illinois
- Chandler, Arizona
- Chanute, Kansas
- Charlotte, North Carolina
- Chapel Hill, North Carolina
- Charleston, South Carolina
- Charlottesville, Virginia
- Cherry Hills Village, Colorado
- Chesterfield, Missouri
- Chickasha, Oklahoma
- Claremont, New Hampshire
- Clay County, Missouri
- Clayton, Missouri
- Clear Creek County, Colorado
- Clearwater, Florida
- Clive, Iowa
- Coconut Creek, Florida
- Coeur d' Alene, Idaho
- Coffeyville, Kansas
- Colorado Springs, Colorado
- Columbia, Missouri
- Columbus, Ohio
- Columbus, Georgia
- Coral Springs, Florida
- Crested Butte, Colorado
- Creve Coeur, Missouri
- Culpeper County, Virginia
- Daniel Boone Regional Library
- Davenport, Iowa
- Deerfield, Illinois
- Dekalb, Georgia
- Derby, Kansas
- Denver, Colorado
- Dent County, Missouri
- Derby, Kansas
- Des Peres, Missouri
- Des Moines, Iowa
- Des Plaines, Illinois
- Detroit, Michigan
- Dilworth, Minnesota
- Dorchester County, South Carolina
- Downers Grove Park District, Illinois
- DuPage County, Illinois
- Durango, Colorado
- Durham, North Carolina
- Durham County, North Carolina
- East Baton Rouge, Louisiana
- East Providence, Rhode Island
- Eastern Rio Blanco, Colorado
- Eau Claire, Wisconsin
- Edina, Minnesota
- Edmonds, Washington
- Edgerton, Kansas
- Edgewater, Colorado
- Elk Grove Village, Illinois
- Elmhurst Park District, IL
- Emporia, Kansas
- Erie, Colorado
- Everett, Washington
- Eureka, Missouri
- Excelsior Springs, Missouri
- Fairfax County, Virginia
- Fargo, North Dakota
- Farmington, Minnesota
- Fauquier County, Virginia
- Fayetteville, North Carolina
- Ferguson, Missouri
- Fergus Falls, Minnesota
- Flagstaff, Arizona
- Florence, Alabama
- Fort Benning, Georgia
- Fort Bragg, North Carolina
- Fort Buchanan, Puerto Rico

- Fort Campbell, Kentucky
- Fort Lauderdale, Florida
- Fort Leavenworth, Kansas
- Fort Morgan, Colorado
- Fort Rucker, Alabama
- Fort Stewart, Georgia
- Fort Wayne, Indiana
- Fort Worth, Texas
- Fredericksburg, Virginia
- Freeland, Michigan
- Freeport, Illinois
- Ft. Wayne, Indiana
- Fulton County, Georgia
- Galveston, Texas
- Garden City, Kansas
- Gardner, Kansas
- Genesee County, Michigan
- Gladstone, Missouri
- Glencoe, Illinois
- Glendale, Arizona
- Glendale, California
- Glenview, Illinois
- Godfrey, Illinois
- Grand Rapids, Michigan
- Grandview, Missouri
- Greenville, North Carolina
- Greenville County, South Carolina
- Guilford County, North Carolina
- Hallandale Beach, Florida
- Harnett County, North Carolina
- Harrisonville, Missouri
- Hazelwood, Missouri
- Henderson, Nevada
- Hernando, Mississippi
- High Point, North Carolina
- Hood County, Texas
- Hopewell, Virginia
- Houston, Texas
- Huron, Ohio
- Hyattsville, Maryland
- Idaho Falls, Indiana
- Indianapolis, Indiana
- Indio, California
- Imperial County, California
- Independence, Missouri
- Issaquah, Washington
- Jackson, Missouri
- Jackson, Wyoming
- Jackson County, Missouri
- Jacksonville, North Carolina
- Jefferson City, Missouri
- Johnson County, Kansas
- Johnston, Iowa
- Joplin, Missouri
- Jordan, Minnesota
- Kalamazoo, Michigan
- Kansas City, Kansas
- Kansas City, Missouri
- Kennesaw, Georgia
- Kent, Washington
- Key Biscayne, Florida
- King County, Washington
- Kingman, Kansas
- Kirkwood, Missouri
- Knoxville, Iowa
- Lake Havasu, Arizona
- Lake Oswego, Oregon
- Lake St. Louis, Missouri
- Lansing, Kansas
- Las Vegas, Nevada
- Lawrence, Kansas
- Lawrenceburg, Indiana
- Leavenworth, Kansas
- Leawood, Kansas
- Lee's Summit, Missouri
- Lemont, Illinois
- Lenexa, Kansas
- Liberty, Missouri
- Lincoln County, North Carolina
- Lindenhurst, Illinois
- Lisle Park District, Illinois
- Long Beach, California
- Longview, Texas
- Los Angeles County, California
- Louisville Metro Government, Kentucky
- Loveland, Ohio
- Lubbock, Texas
- Lucas County, Ohio
- Lyndhurst, Ohio
- Macomb Township, Michigan
- Manassas, Virginia
- Manhattan, Kansas
- Manheim Township, Pennsylvania
- Marquette, Michigan
- Marshall, Missouri

- Marshalltown, Iowa
- Martha's Vineyard, Massachusetts
- Martinsville, Virginia
- Marysville, Missouri
- McAllen, Texas
- Mecklenburg County, North Carolina
- Meeker, Colorado
- Meridian, Idaho
- Merriam, Kansas
- Mesa, Arizona
- Mesa County, Colorado
- Miami, Florida
- Miami Beach, Florida
- Miami County, Kansas
- Miami Dade County, Florida
- Midwest City, Oklahoma
- Milwaukee County, Wisconsin
- Mission, Kansas
- M-NCPPC – Montgomery County
- M-NCPPC – Prince George County
- Modesto, California
- Montrose, Colorado
- Moon Township, Pennsylvania
- Mooresville, North Carolina
- Moorhead, Minnesota
- Monroe, North Carolina
- Morgantown, West Virginia
- Morris County, New Jersey
- Morris Township, New Jersey
- Mount Dora, Florida
- Mount Pleasant, Michigan
- Mount Prospect, Illinois
- Mundelein Park District, Mundelein, Illinois
- Munster, Indiana
- Murray, Kentucky
- Naperville, Illinois
- Nashville, Tennessee
- Natick, Massachusetts
- New Braunfels, Texas
- New Haven, Connecticut
- New Ulm, Minnesota
- Newport, Rhode Island
- Newton, Kansas
- Norfolk, Virginia
- Norman, Oklahoma
- North Long Beach, California
- Northville, Michigan
- Novi, Michigan
- Oak Grove, Missouri
- Oak Park Village, Illinois
- Oakland County, Michigan
- Oakland Township Michigan
- O'Fallon, Missouri
- Oklahoma City, Oklahoma
- Okonee County, South Carolina
- Oldham, Kentucky
- Olathe, Kansas
- Olivette, Missouri
- Ontario, Oregon
- Orange County, California
- Orion Township, Michigan
- Ormond Beach, Florida
- Oswego, Illinois
- Ottawa, Kansas
- Overland Park, Kansas
- Owensboro, Kentucky
- Pasadena, California
- Palm Desert, California
- Palm Springs, California
- Paola, Kansas
- Perryville, Missouri
- Peoria, Arizona
- Pflugerville, Texas
- Phelps County, Missouri
- Pleasant Hill, Iowa
- Pinellas County, Florida
- Pine Bluff, Arkansas
- Pinecrest, Florida
- Pinehurst, North Carolina
- Pitkin County, Colorado
- Pittsburg, Kansas
- Platte City, Missouri
- Platte County, Missouri
- Pleasant Hill, Missouri
- Plano, Texas
- Polk County, Iowa
- Port Arthur, Texas
- Portland, Oregon
- Prairie Village, Kansas
- Pratt, Kansas
- Princeton, New Jersey
- Providence, Rhode Island
- Provo, Utah
- Pueblo, Colorado
- Queen Creek, Arizona

- Radnor, Pennsylvania
- Raleigh, North Carolina
- Ramsey, Minnesota
- Raymore, Missouri
- Raytown, Missouri
- Richmond, California
- Richmond, Virginia
- Richmond Heights, Ohio
- Riverside, Missouri
- Riverside County, California
- Riverton, Wyoming
- Rock Hill, Missouri
- Rock Island, Illinois
- Rocky Mount, North Carolina
- Rockville, Maryland
- Roeland Park, Kansas
- Rogers, Arkansas
- Rolla, Missouri
- Roseville, Minnesota
- Round Rock, Texas
- Rowan County, North Carolina
- Rutland, Vermont
- Saharita, Arizona
- Salem, Oregon
- Salina, Kansas
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- Schaumburg, Illinois
- Schertz, Texas
- Scott County, Kentucky
- Shawnee, Kansas
- Shawnee, Oklahoma
- Sheridan, Wyoming
- Sherman, Texas
- Sherwood, Oregon
- Shoreline, Washington
- Si View Metro Park District, Washington
- Sioux Falls, South Dakota
- South Burlington, Vermont
- South Euclid, Ohio
- Spartanburg, South Carolina
- Spring Hill, Kansas
- Springdale, Arkansas
- Springfield, Missouri
- St Charles, Missouri
- St. Francis County, Missouri
- St Joseph, Missouri
- St Louis, Missouri
- St. Louis County, Missouri
- St Peters, Missouri
- St. Paul, Minnesota
- Sugar Land, Texas
- Sunrise, Florida
- Superior, Colorado
- Surprise, Arizona
- Syracuse, New York
- Tamarac, Florida
- Tempe, Arizona
- The Colony, Texas
- The University of Missouri
- The Woodlands, Texas
- Topeka, Kansas
- Town of Normal, Illinois
- Upper Providence, Pennsylvania
- Tucson, Arizona
- Tulsa, Oklahoma
- Turlock, California
- Tuskegee, Alabama
- University Place, Washington
- Upper Dublin, Pennsylvania
- Urbana, Illinois
- Vancouver, Washington
- Ventura County, California
- Victor, New York
- Vinita, Oklahoma
- Virginia Beach, Virginia
- Waco, Texas
- Warrensburg, Missouri
- Washington, D.C.
- Waterford, Michigan
- Waukee, Iowa
- Waukesha, Wisconsin
- Wauwatosa, Wisconsin
- Wayne County, Michigan
- Weatherby Lake, Missouri
- Wentzville, Missouri
- West Des Moines, Iowa
- West Fargo, North Dakota
- Westchester, Ohio
- Westchester County, New York
- Westlake, Texas
- Westland, Michigan
- Wheeling, Illinois

- Wichita, Kansas
- Wilmington, North Carolina
- Winchester, Virginia
- Windsor, Colorado
- Winfield, Kansas
- Winnetka Park District, Illinois
- Woodinville, Washington
- Wyandotte County, Kansas
- Yuma County, Arizona

Section 2

Scope of Work

Scope of Work

Overview

ETC institute has been helping local governments use community surveys as a guiding force for setting community priorities and improving organizational effectiveness for more than two decades. Since 1999, ETC Institute has conducted survey research for more than 1,000 cities and counties across the United States. During the past five years, ETC Institute has administered surveys in 12 of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. ETC Institute has extensive experience administering community surveys in communities across the U.S.

Our ability to help organizations succeed is based on an approach that adheres to the following:

- **Continuity:** ETC institute understands the importance of monitoring resident's perceptions and how they change over time in the City's planning process. We intend to implement a research process that will allow data from previous surveys to be used as benchmarks for assessing current and future performance. This will involve using many of the same questions and response choices from previous surveys to ensure the data is comparable. It will also involve a review of the goals and objectives of the survey research to ensure the research process is designed to meet these objectives.
- **Strategic Value:** In order for survey research to serve as a powerful tool for decision making, community leaders must see value in the results. Our approach is designed to ensure the information gathered meets the informational needs of decision makers in order to encourage community leaders to use the survey data as a part of their decision-making process. If the survey results have strategic value, they will inherently become part of the process for setting master plan priorities for the City. For example, a review of the City of Fort Worth's Strategic Plan by ETC Institute led to the creation of a series of questions that now link the City's Annual Citizen Survey with the City's Strategic Plan. The City of Fort Worth also uses the data to help set budgetary priorities.
- **Performance Measurement:** Since the results of the survey will be used to help guide City decisions, the survey instrument and data analysis methodology will be designed in a manner that generates objective performance measurements. The survey will be designed to provide objective feedback for the City so departmental managers can understand the needs of citizens and improve public infrastructure. ETC Institute will work with the City to refine existing performance indices and develop new performance indices that allow City leaders to objectively assess the change in their performance from previous surveys.

Our ability to combine customer satisfaction research with our understanding of local government issues makes ETC Institute the ideal team for this project. While many organizations are good at doing survey research, most corporate and university researchers are not particularly good at helping city leaders use the data they collect. For example, in 2001, the City of Oklahoma City conducted a customer satisfaction survey for the first time. Although the

survey data was rich with findings, the firm hired by the City did not present the results in a manner that was meaningful to City staff and members of the City Council. As a result, the value of the survey research was limited, and the City did not repeat the survey for several years. In 2005, the City of Oklahoma City learned of the usefulness ETC Institute's community surveys provide from other cities who were using ETC Institute's services, so they hired ETC Institute to conduct a community survey. Since 2005, the City of Oklahoma City has used ETC Institute's services to conduct six additional surveys. Our survey data is now actively used by the City's Staff and elected officials to set city priorities.

The following pages highlight ETC Institute's methodology to conduct the City of Prairie Village 2018 Citizen Satisfaction Survey.

PHASE 1: DEVELOP THE SURVEY AND SAMPLING PLAN

Task 1.1: Design Survey Questionnaire: Once selected for the project, ETC Institute will meet with the City to discuss the goals and objectives for the project. To facilitate the survey design process, ETC Institute will review any previous surveys, as well as provide the City with sample surveys created by ETC Institute for similar projects. At this time, ETC Institute's analysis tool will also be discussed and our firm will suggest which tools would be best for the City to use. Based on input from the City, ETC Institute will develop a first draft of the survey.

ETC Institute will work closely with the City to ensure their input is utilized to create a survey that best fits the needs of the community. This includes ensuring the survey instrument is worded to obtain statistically valid and reliable results, fine-tuned to shorten the survey instrument yet obtain the vital information needed, and formatted to meet any coding requirements. It is anticipated that 3-4 drafts of the survey will be prepared before the final draft is approved by the City.

Task 1.2: Design Sampling Plan: As part of this task, the sampling plan for the survey will be finalized and the project manager will discuss which methodology is best to conduct the surveys. ETC Institute recommends administering the survey to a random sample of at least 400 residents in the City of Prairie Village. A random sample of 400 surveys would have a precision of at least +/- 4.9 at the 95% level of confidence; it would also allow the results of the survey to be analyzed by sociodemographic and geographic characteristics. ETC Institute will ensure that the results of the survey will be statistically representative of adult Prairie Village residents.

As the total number of completed surveys increases, the precision of the survey improves. Cost is a function of two major variables: (1) the length of the survey and (2) the number of completed surveys. ETC Institute will work with City staff and board members to find the right combination of these two variables to maximize your investment in our services.

Deliverable Task 1.1: The approved community survey instrument, and a description of the sampling plan.

PHASE 2: ADMINISTER THE SURVEY

Task 2.1: Administer the Survey: Once the final survey instrument is approved, ETC Institute will administer the survey methodology finalized by the City. ETC Institute has the capabilities of administering the survey by mail, phone, or internet alone. However, ETC Institute recommends using a combination of mail, phone, and internet. Given the negative impact Caller ID has had on phone survey response rates in recent years and the need to ensure diverse populations are well represented, we offer the combination mail/phone/internet to maximize the overall level of response. Even if people do not respond by mail or online, people who receive the mailed version of the survey are significantly more likely to respond to the survey by phone because they know the survey is legitimate. As needed, multiple contact attempts at various times during the week, including weekends will be made to contact adult residents. The mailed survey will include a cover letter (on City letterhead) that will explain the importance of the survey, encourage participation, and include a link to complete the survey online for citizens who prefer that option. All mailed surveys, including the cover letter, will be printed by ETC Institute.

The following are the procedures that will take place for the mail/phone/internet combination methodology. All the procedures described below would be delivered in-house at our main office:

- ETC will work with the City to develop a communication plan for the survey. As part of this task, ETC Institute will provide the City with sample press releases that can be used to notify the public about the survey. Advance publicity can significantly enhance the response rate.
- Phone interviewers working in ETC Institute's call center will rehearse the phone version of the survey. In addition, all ETC Institute interviewers will complete ***our in-house training program*** (described in more detail later in this scope of work) and will review the protocol for the administration of the survey with a supervisor. Special attention will also be paid to the treatment of non-English speaking respondents, particularly those who speak Spanish. ETC Institute has over 20 Spanish speaking interviewers that will be assigned to work on this project.
- ETC Institute will mail a copy of the survey instrument and a postage-paid return envelope to each of the households that were selected for the survey. The survey will include a letter on City letterhead that explains the purpose of the survey and that indicates all survey responses will remain anonymous. Even if residents do not respond to the mailed version of the survey, sending the survey prior to contacting residents by phone increases the response rate because residents know the survey is legitimate. Portions of the cover letter and survey can be translated into Spanish to provide Spanish speaking residents with assurances about the legitimacy of the survey.
- The cover letter will list a toll-free number that residents can call if they have questions about the survey. The cover letter will also contain a link to an online version of the survey for those who prefer to complete the survey online.
- Approximately 10-14 days after the surveys are mailed, ETC Institute will e-mail a link to the online version of the survey to households that received a survey in the mail. These

e-mail follow-ups will significantly increase the response rate. This will **greatly reduce the probability that the results are affected by non-response bias**. Non-response bias can be a major drawback to surveys that are administered by mail alone or phone alone. When completing the online survey, residents are required to enter their home address at the end of the survey to validate their response. This is how ETC Institute can track and only include responses from residents who were randomly selected for the survey. This will also ensure that one survey is completed per household.

- Phone follow-ups will be concentrated on demographic and geographic areas where the response to the mail and online survey is low. This will ensure the survey is representative of the entire City both demographically and geographically.
- **Open Internet Option:** In addition to offering the survey to randomly sampled residents, the City may consider **the incremental cost of also offering the same web survey to the general public**. This would provide the City with a comparable survey to offer as part of the City's public outreach process. Through the use of specific design features, ETC can distinguish between the random sample responses and the general public responses.

Ensuring Representation for Non-English Speaking Populations: ETC Institute has designed and administered surveys in some of the nation's most diverse communities including: San Bernardino County (CA), Arlington County (VA), Miami-Dade County (FL), Cameron County (TX), Yuma County (AZ), and Long Beach (CA). More than one-third of the residents in several of these communities were foreign-born.

- During the past decade ETC Institute has been very successful at getting participation from residents who do not speak English. ETC Institute has the ability to translate surveys into more than 20 languages, including Russian, Cantonese, Mandarin, and Spanish. Our firm routinely conducts surveys in community that have a high percentage of non-English speaking residents, such as Arlington County (VA) where 36% of the population is foreign-born, or Miami-Dade County (FL), where more than 60% of the population is Hispanic and 10% is Creole, and Long Beach (CA), where approximately one-fifth of the population speak Khmer (Cambodian). If the City hires ETC Institute for this project, the City can be assured our translation services will be first rate.

We will guarantee the results of the survey are statistically representative of the City.

In order to ensure the non-English speaking residents of a community are well represented, ETC Institute is able to do the following:

- The cover letter that is sent with the mailed version of the survey can contain information translated into other languages, such as Spanish.
- ETC Institute can establish a toll-free number non-English (and English) speaking residents can call. Non-English speaking interviewers from our firm would be available to administer the survey over the phone. Other languages can be made available if needed.

- A demographic question can be included in the survey asking which languages other than English are spoken in the home. This would allow us to ensure non-English speaking populations are well represented in the sample.

Data Management and Quality Control: ETC Institute has an ongoing quality control and quality assurance program in place. This program has been developed and refined through our experience with hundreds of studies that involved the design and administration of surveys, focus groups, and other data collection services such as those requested in this RFP.

Core Elements of ETC Institute’s Quality Assurance Process:

- **Training of phone interviewers.** All phone interviewers are required to complete ETC Institute’s in-house training program. The program teaches new employees the appropriate methods for conducting interviews, how to respond to different situations that may occur, and how to properly record responses. All interviewers work directly under the supervision of an experienced supervisor.
- **Comprehensive survey design and review process.** All survey instruments will be reviewed by all senior members of ETC Institute’s team to ensure that all issues are adequately addressed.
- **Pre-test.** A pre-test will be conducted prior to the administration of all surveys. This will ensure that the survey instruments are understood as designed.
- **Data entry fields will be limited to specific ranges to minimize the probability of error.** The data processing system that will be used by our firm for the study alerts data entry personnel with an audible alarm if entries do not conform to these specifications.
- **ETC Institute will select at least 10% of the records at random for verification.** A supervisor will match records in the databases against the corresponding survey to ensure that the data entry is accurate and complete.
- **Double data entry will be completed for all surveys.** The data from all surveys will be entered into two independent databases by different people. The two databases will then be merged. The process will identify all records that do not match. All discrepancies will be corrected. The double data entry method ensures that survey data is 99.99% accurate.
- **Sampling Methodology.** Demographic questions will be included on each of the survey instruments. The demographic data will be used to monitor the distribution of the respondents to ensure that the responding population for each survey is representative of the universe for each sample.
- **Coordination.** Since many senior professionals will be assigned to this project, the project team will conduct a meeting via a telephonic conference call every one-two weeks to ensure that adequate progress is being made in all areas.

Deliverable Task 2: ETC Institute will provide a copy of the overall results to each question on the survey.

PHASE 3: SURVEY ANALYSIS AND REPORT

Task 3.1: Analyze the Survey Results: Following the completion of the survey, ETC Institute will perform data entry, editing, and verification of all survey responses. The analysis tools included in this project are provided on the following pages:

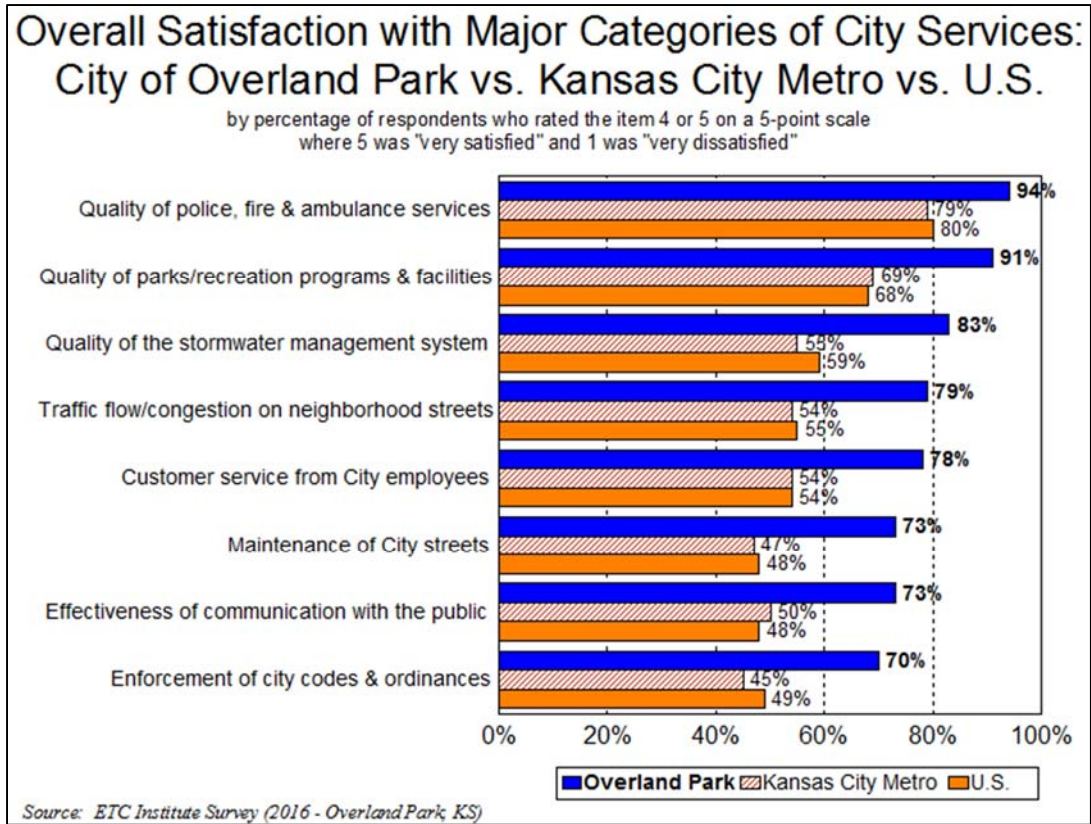
Task 3.1a: Benchmarking Analysis:

Benchmarking analysis is a highly effective tool that helps decision-makers interpret the meaning of community survey data. If 64% of residents are satisfied with the condition of City streets, is that good or bad? Without comparative data, it is difficult to know. ETC Institute maintains **national** and **regional benchmarking data** for more than 80 types of local governmental services, including the following:

- Public safety (police, fire, ambulance)
- Maintenance/public works
- Planning
- Communications
- Code enforcement
- Transportation and traffic flow
- Parks and recreation
- Utilities (water, sewer, etc.)
- Public health services
- Library services

The chart on the following page shows an example of Benchmarking data for the City of Overland Park Kansas. The chart shows Overland Park's data compared to national averages and the Kansas City Metro average. Benchmarking data can also be created using different regional and similarly sized communities for comparisons. Benchmarking data can help local governments understand how their results compare to similar communities.

Since November 1999, more than 250 cities and counties in more than 38 states have used ETC Institute's Benchmarking database to set and monitor progress toward a wide range of organizational goals. Most participating City and counties conduct the survey on an annual or biennial basis.



Task 3.1b: Conduct Importance-Satisfaction Priorities Analysis:

Importance-Satisfaction (I-S) Analysis is a tool that allows public officials to use survey data as a decision-making resource. The Importance-Satisfaction analysis is based on the concept that public agencies will maximize overall satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Importance-Satisfaction Rating is a tool that is used by ETC Institute to help public officials use survey data to establish organizational priorities. More than 175 governmental agencies currently use ETC Institute’s I-S Rating. The Importance-Satisfaction Rating is based on the concept that organizations will maximize overall customer satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

ETC Institute began using Importance-Satisfaction analysis in the 1980’s to allow governmental organizations the ability to assess the quality of service delivery. During the past 30 years, ETC Institute has continually refined the analysis to maximize its usefulness as a decision-making tool. The methodology for calculating the Importance-Satisfaction Matrix and the Importance-Satisfaction Rating will be provided if ETC Institute is selected for this study.

The table on the following page offers an example of the I-S Rating from the 2014 City of Dallas

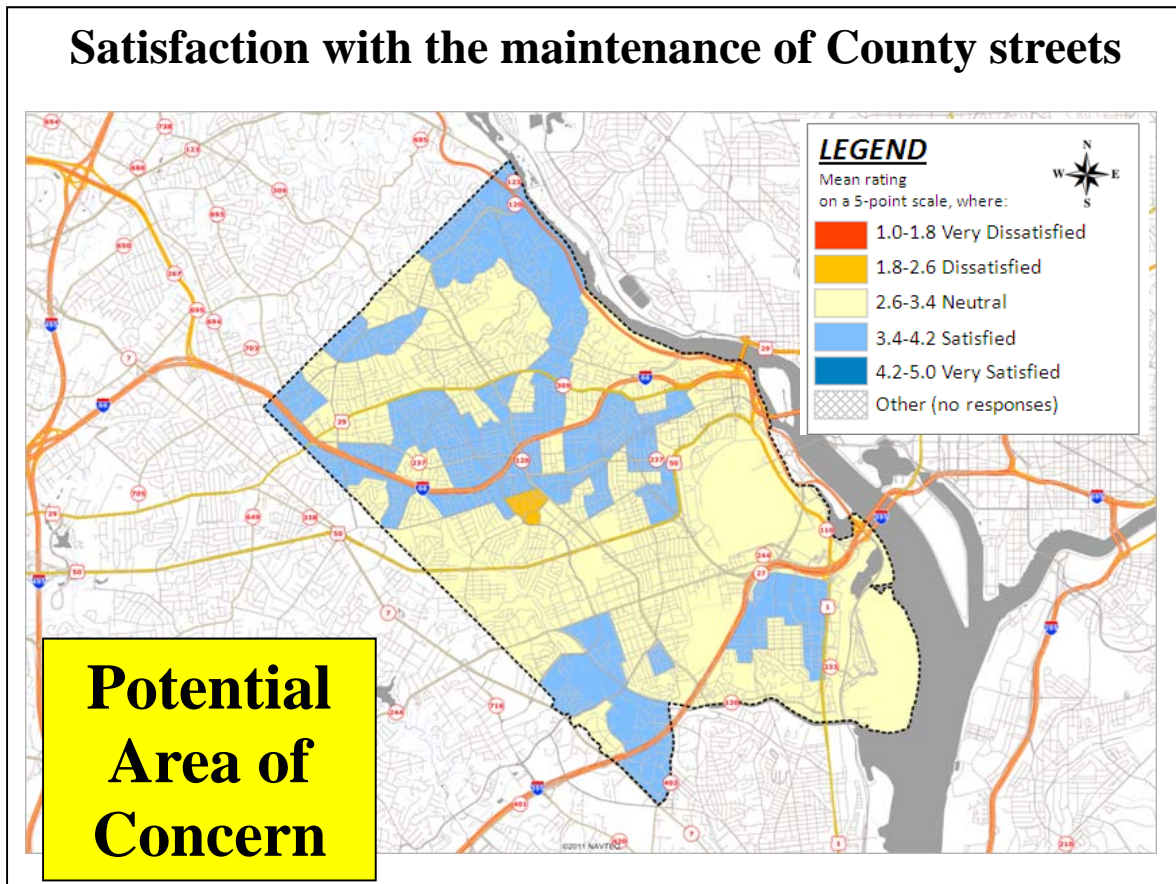
Community Survey. The table shows that the City of Dallas could maximize resident satisfaction with parks and recreation services by investing in walking and biking trails, City parks, and the appearance/maintenance of parks. Investments in the City’s golf courses would have the least impact on overall satisfaction with the City’s parks and recreation system.

2014 Importance-Satisfaction Rating City of Dallas Park and Recreation Services						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Walking and biking trails in the City	35%	2	60%	7	0.1400	1
City parks	36%	1	71%	2	0.1044	2
Appearance/maintenance of parks	29%	3	65%	3	0.1015	3
Medium Priority (IS <.10)						
Outdoor swimming facilities	15%	8	35%	14	0.0975	4
Recreation programs or classes	17%	4	58%	10	0.0714	5
Range/variety of recreation programs/classes	15%	7	54%	12	0.0690	6
Recreation centers/facilities	16%	5	59%	8	0.0656	7
Outdoor athletic facilities	15%	6	59%	9	0.0615	8
Ease of registering for recreation programs/events	9%	11	55%	11	0.0405	9
Accessibility of parks	12%	9	70%	2	0.0360	10
Accessibility of recreation centers/facilities	10%	10	64%	4	0.0360	11
Indoor swimming facilities	5%	14	36%	13	0.0320	12
Appearance of recreation centers/facilities	8%	12	62%	6	0.0304	13
City golf courses	7%	13	62%	5	0.0266	14

Task 3.1c: GIS Mapping:

ETC Institute can prepare maps that show the results of specific questions on the survey. ETC Institute will geocode the home address of resident survey respondents to latitude and longitude coordinates. This allows our team to generate maps that visually show how satisfied residents are with the delivery of City services in different parts of the City. ETC Institute can create maps that show which parts of the City have the lowest and highest concentrations of satisfaction.

GIS mapping is an effective tool for communicating the results of the survey to elected officials and the general public. For example, the map on the following page identifies areas in Arlington County, Virginia where residents were dissatisfied with the maintenance of County streets. The shaded colors on the map correspond to the level of satisfaction. Areas of blue indicate higher levels of satisfaction, yellow areas indicate neutrality and orange or red areas indicate dissatisfaction.



Prepare Final Report: At a minimum, the final report will include the completion of the following items:

- The development of a final written report that includes, at a minimum, the following:
 - an executive summary that includes a background of the survey, a description of the survey methodology, and major findings
 - charts and graphs for all questions on the survey
 - benchmarking analysis that shows how the City compares to other communities throughout the U.S.
 - trend analysis comparing the 2018 results to past results
 - tables showing the results for all questions on the survey, including all demographic questions and any open-ended questions
 - copy of the survey instrument
- ETC Institute can make an on-site visit to the City for a formal on-site presentation of the survey results to City Council and Department Heads.

Deliverable Task 3: ETC Institute will prepare and submit 1 copy of the draft report for the City to review. Once the City provide feedback on the draft report, ETC Institute will prepare 10 bound copies of the final report. Electronic copies of the final report will be made available to the City.

Section 3

References

References

City of Olathe, Kansas

J. Michael Wilkes, City Manager
100 E. Santa Fe Street, Olathe, Kansas
Phone: 913-971-8700

Email: JMWilkes@OlatheKS.org

Dates: Community 2000-2017, Quarterly Surveys started in 2013

Work Description: Yearly community surveys, divided into four quarterly surveys.

City of Dallas, Texas

LaToya Jackson, Assistant Director Center of Performance Excellence
Dallas City Hall
1500 Marilla Street, Dallas, Texas

Phone: 214-671-8878

Email: Latoya.Jackson@DallasCityHall.com

Work Description: Community Surveys 2009, 2011, 2013, 2014, and 2016; Business Survey 2015

City of Oklahoma City, Oklahoma

Doug Dowler, Budget Director
100 North Walker, Oklahoma City, Oklahoma

Phone: 405-297-2814

Email: Doug.Dowler@OKC.gov

Work Description: Community Surveys 2005-2016; Business Survey 2014

City of Kansas City, Missouri

Kate Bender, Senior Performance Analyst
Office of the City Manager
414 E. 12th Street, 13th Floor, Kansas City, Missouri

Phone: 816-513-6567

Email: Kate.Bender@KCMO.org

Work Description: Community Surveys 2000-2016; Business Surveys 2011-2016

Section 4

Project Schedule

Project Schedule

ETC Institute's research plan has been designed to be completed responsive to the RFP. Since the surveys will be administered in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the City.

Month 1 – Design Survey Instrument

- Kick-off meetings to discuss survey goals and objectives
- City delivers past survey instruments to ETC Institute for review
- ETC Institute provides the City with examples of surveys for review
- City provides feedback on survey examples
- ETC institute provides the City first draft of survey instrument
- The City and ETC Institute discuss first draft of survey instrument
- City provides letterhead and works with ETC Institute to develop message for cover letter
- ETC Institute continues to revise the survey as needed based on input from the City
- City approves the survey instrument

Month 2 – Administer Survey

- Survey instrument and cover letter is printed and prepared for mailing
- Online surveys are developed
- Surveys are mailed to a rand sample of households in the City
- Data collection begins
- Data collection is completed

Month 3

- Preliminary survey results are sent to the City in tabular format
- ETC Institute prepares and delivers draft report to City for review
- Changes and edits to the draft report are discussed and executed
- Final written report is delivered

TBD

- On-site presentation

Section 5

Project Budget

ETC Institute 2017 Survey Fee Schedule

Number of completed surveys precision w/95% level of confidence at City level	400 +/-4.9%	500 +/-4.4%
Survey Design and Sampling Plan	\$3,000	\$3,000
Administer Survey 13-16 minute survey (5-6 pages in length)	\$10,250	\$12,475
Formal Report with summary and charts	included	included
Benchmarking Analysis	included	included
Importance-Satisfaction Analysis	included	included
GIS Mapping	\$1,250	\$1,250
Crosstabulations for Key Demographic Groups	Included	Included
Two On-Site Visits	\$500	\$500
Total Proposed Fee	\$15,000	\$17,225

Sample Fee: The cost to administer a 13-16 minute survey to a random sample of 400 residents, prepare a formal report, including importance-satisfaction analysis, benchmarking analysis, GIS maps, and crosstabulations for key demographic groups and make one on-site presentation of the results would be:
 $\$3,000 + \$10,250 + \$1,250 + \$500 = \$15,000$

Consensus Building Workshops: \$1,000 ETC Institute can facilitate workshops with senior managers and the City Council to build consensus around top priorities for the City, based on the results of the survey. A representative from ETC Institute will meet with individual department managers and present their department-specific results with an emphasis on the top priorities that were derived from the results of the survey. This is in addition to a presentation of the overall results.

Section 6

Resumes of Key Personnel

Resumes of Key Personnel Assigned to the Project

The ETC Institute Team was assembled based on a thorough review of the requested scope of services. The staff members selected to fill key roles must have extensive experience which exceeds the technical requirements for this project. The core skills identified by our team are listed below:

- Strong project management skills and extensive experience with the management of research studies for local government organizations
- Statistical sampling expertise
- Knowledge of local government organizations, especially community surveys

All services will be performed, in-house, by ETC Institute staff. ETC Institute has its own mailing department, call center, and web design team. The key members of the project team who will be assigned to the project are listed below:

- **Jason Morado** will assume the role of Senior Project Manager. Mr. Morado has more than 15 years of experience in the design, administration and analysis of community market research. He has served as the project manager and senior researcher on community research projects for over 400 local governmental organizations throughout the United States. Mr. Morado has also served as the project manager and senior researcher for over 150 parks and recreation need assessment surveys across the United States.
- **Chris Tatham** has managed more than 2,500 community surveys for local governmental organizations across the United States, including numerous surveys throughout the state of Illinois. He has conducted community surveys in nine of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. He has more experience with the design and interpretation of community survey research for local governments than anyone in the nation. He excels in using survey data to facilitate consensus about organizational priorities. His understanding of local government issues combined with his local experience make him ideally suited to help the City achieve their goals and objectives for this project. Mr. Tatham will service as a Senior Consultant and will assist the Project manager in the review and design of the survey instruments, as well as the final report.
- **Dr. Elaine Tatham** will assume the role of Data Manager. Dr. Tatham is a national expert in the survey design and sampling methodology. She has more than 35 years of experience in marketing research, demography, information management, statistical applications, strategic planning, forecasting, simulation, and operations research for management decision-making. Dr. Tatham is the president and founder of ETC Institute. Dr. Tatham has designed the research methodology for hundreds of research studies across the United States including numerous surveys throughout the state of Illinois.

- **Ryan Murray** will assume the role of Assistant Project Manager. Mr. Murray has 10 years of experience in administration, development, supervision, and research analysis involving a wide variety of fields. He has served as the senior researcher on projects for over 50 local governmental organizations throughout the U.S.

Resumes for each of our project staff are provided on the following pages.



CHRISTOPHER TATHAM

CEO

ETC Institute

725 W. Frontier Circle, Olathe, KS 66061

ctatham@etcinstitute.com

(913) 829-1215



EDUCATION

M.B.A., Management, Kansas State University, 1996, first in class

B.A., Princeton University, Political Science/Economics, 1990, magna cum laude

Certificate of Proficiency in Latin American Studies, Princeton University, 1990

SUMMARY OF EXPERIENCE

Mr. Tatham is one of the nation’s leading authorities on the development of qualitative and quantitative customer satisfaction research for state and local governments. During the past ten years, he has designed and implemented customer satisfaction assessments for more than 500 governmental agencies in 41 states.

He has superior skills for planning and coordinating complex tasks that are required for the successful administration of comprehensive customer satisfaction research programs. During the past year, he managed more than \$5 million dollars worth of research projects with budgets ranging from \$2,000 to more than \$2 million.

Mr. Tatham is a highly skilled interviewer and focus group facilitator. His experience includes interviews with foreign cabinet members, Heads-of-State, ambassadors, and numerous leaders at all levels of government and business in the United States, Mexico, and Canada. His communication skills (both English and Spanish) are excellent and he is extremely successful at getting quality feedback. During the past year, he facilitated more than 100 focus groups and nearly 200 stakeholder interviews.

Presentations and talks given by Mr. Tatham to regional and national audiences include: “How to Increase Customer Satisfaction with Effective Communication,” (American Waterworks Association Research Foundation - Washington, D.C.); “How Municipal Departments Can Implement Effective Customer Satisfaction Programs on a Limited Budget,” (Government Training Institute of Kansas and Missouri); “Benchmarking Citizen Satisfaction with the Delivery of Governmental Services” (Mid America Regional Council - Kansas City, MO); “Best Practices in Community Survey Research,” National Association of Counties - New Orleans).

His representative project experience is briefly summarized below:

Customer Survey REsearch

Citizen Satisfaction Surveys

Mr. Tatham *has managed Customer Survey Research for dozens of governmental and private sector clients, including the following large governmental organizations:*

- Atlanta, Georgia
- Austin, Texas
- Broward County, Florida
- Buffalo, New York
- Colorado Springs, Colorado
- Columbus, Ohio
- Coral Springs, Florida
- DeKalb County, Georgia
- Denver, Colorado
- Des Moines, Iowa
- Detroit, Michigan
- Dupage County, Illinois
- Durham, North Carolina
- Fairfax County, Virginia
- Fort Lauderdale, Florida
- Fort Worth, Texas
- Fulton County, Georgia
- Houston, Texas
- Kansas City, Missouri
- Las Vegas, Nevada
- Los Angeles, California
- Louisville, Kentucky
- Mesa, Arizona
- Miami-Dade County, Florida
- Nashville, Tennessee
- Norfolk, Virginia
- Oakland, California
- Oklahoma City, Oklahoma
- Phoenix, Arizona
- Providence, Rhode Island
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- St. Louis, Missouri
- St. Paul, Minnesota
- Tucson, Arizona
- U.S. Army Installation Management Agency
- U.S. National Parks Service
- Washington, D.C.
- Wayne County, Michigan

Other Experience:

Developed and implemented ETC Institute’s *DirectionFinder® Survey* which allows more than 200 communities across the United States to objectively assess community priorities and customer satisfaction against regional and national benchmarks for a wide range of governmental services.

Developed and implemented an ongoing internal and external organizational surveys which are used by dozens of organizations to *generate performance measures to assess the progress towards achieving the strategic goals and objectives and to help set priorities for operating and capital budgets.*

Managed a large international customer satisfaction research project for the **American Waterworks Association Research Foundation (AWWARF)** that involved the design and administration of more than 5,000 surveys and 70 focus groups in five metropolitan areas in North America, including Seattle, Phoenix, Kansas City, Calgary, and Bridgeport.

Transportation Research Experience.

Mr. Tatham has a very comprehensive understanding or a wide range of transportation issues. Some of the organizations for whom Chris has managed transportation related market research include:

- Arizona Department of Transportation
- Atlanta Regional Commission (the mpo for the Atlanta area)
- CalTrans (California Department of Transportation)
- Colorado Department of Transportation
- Des Moines Metropolitan Transportation Authority
- Greater Buffalo-Niagara Regional Transportation Council (the mpo for the Buffalo area)
- HART | Honolulu Transit Authority
- Indiana Department of Transportation
- Iowa Department of Transportation
- Kansas City Area Transportation Authority
- Kansas Department of Transportation
- Kentuckiana Planning and Development Agency (the mpo for the Louisville area)
- Mid America Regional Council (the mpo for the Kansas City area)
- Missouri Department of Transportation
- Nashville MTA
- North Central Texas Council of Governments
- North Carolina Department of Transportation
- Ohio Department of Transportation
- Oklahoma Department of Transportation
- South Carolina Department of Transportation
- South Dakota Department of Transportation
- Southeast Michigan Council of Governments (the mpo for the Detroit area)
- Southern California Association of Governments
- Stanislaus Council of Governments
- Tennessee Department of Transportation
- Texas Department of Transportation
- Valley Metro Regional Public Transportation Authority

Mr. Tatham has managed Internal Organizational Surveys/Assessments for the following organizations:

- | | |
|-------------------------------------------|---------------------------------------|
| • City of Olathe, Kansas | • City of Lawrence, Kansas |
| • City of Fort Lauderdale, Florida | • Kansas Department of Transportation |
| • Broward County, Florida | • University of Health Sciences |
| • City of Kansas City, Missouri | • City of Blue Springs |
| • City of Coconut Creek, Florida | • City of Kansas City, Missouri |
| • Sprint Corporation | • City of Lee’s Summit, Missouri |
| • Greater Kansas City Chamber of Commerce | • San Antonio, Texas |

Publications on Customer Satisfaction Related Issues

- ‘Ten Steps To Increase Customer Loyalty.’ *Services*, Vol. 25, No. 5 (May), 2005.

- ‘Expand Your Roto Customer Base by Inspecting What You Expect.’ *RotoWorld*, 2005, Vol 1, No. 2 (March-April).
- ‘Increase Customer Loyalty in 10 Easy Steps.’ *HVACR Distribution Today*, Winter 2004/2005
- ‘Steps to Customer Loyalty.’ *NAHAD News*, February, 2005.
- ‘Inspecting What You Expect Keeps Customers Coming Back.’ *e-Mhove*,
- ‘Market Research: The Key to Creating Loyal Customers.’ *Chemical Distributor*, 2005, Vol. 27, No. 1 (Jan.).
- “Customer Satisfaction and the Impact of Communications,” Project 2613, American Water Works Association Research Foundation, 2004.
- ‘Using Market Research to Assess Customer Satisfaction.’ *IEC Insights*, November/December, 2004, Vol. 6.

Mr. Tatham has served as political advisor and conducted survey research that led to voter approval of projects valued at more than \$2 billion during the past six years, including:

- Kansas City Area Transportation Authority Sales Tax
- City of Bonner Springs Sales Tax
- City of Olathe Parks and Recreation Sales Tax
- City of Independence Stormwater Sales Tax
- City of Joplin Parks Sales Tax
- City of Kirkwood Aquatic Center and Ice Skating Facility Sales Tax
- Jefferson City School District Bond Issue
- Johnson County Education Sales Tax
- Kansas City School District Bond Issue
- Rolla School District Bond Issue
- City of Olathe Charter Amendments
- City of Casper Indoor Aquatics Center
- City of Columbia Community Recreation Center
- Platte County Trails Tax
- City of Lenexa Stormwater Sales Tax
- City of Independence Streets Improvements Sales Tax
- City of Grandview Transportation Sales Tax
- City of Liberty Transportation Sales Tax
- City of Liberty, Missouri, Public Safety Sales Tax
- City of Liberty, Missouri, Parks and Recreation Sales Tax

Current Position

Mr. Tatham is currently serving as the ***Chief Executive Officer*** for ETC Institute, a market research firm that specializes in the design and administration of customer satisfaction research for governmental, nonprofit, and private organizations. Areas of emphasis include: transportation, planning and zoning, parks and recreation, public safety, and utilities. Under his leadership as Director of Operations, the company’s sales have increased by more than 1500% since 1996. The company was selected as one “One of the Best Places to Work in Kansas City” by the Kansas City Business Journal. ETC Institute also received the prestigious “Top 10 Small Businesses in Greater Kansas City” award from the Greater Kansas City Chamber of Commerce; the firm was selected from more than 1700 nominees.



Dr. ELAINE TATHAM

PRESIDENT

ETC Institute

725 W. Frontier Circle, Olathe, KS 66061

etatham@etcinstitute.com

(913) 829-1215



EDUCATION

Ed.D, Educational and Psychological Research, University of Kansas, 1971

M.A., Mathematics, University of Kansas, 1960

B.A., Mathematics, Carleton College, 1958

PROFESSIONAL AFFILIATIONS

Olathe Medical Center Board of Trustees, member.

National Association of Women Business Owners

Institute of Management Consultants (New York City)

Mathematical Association of America; served as president of the Kansas Section from 1979-80

City of Olathe, KS, Planning Commission, 1982 to 1992; served as chair 1987-88

Mid-America Regional Council: Urban Core Growth Strategies Committee (1991-92)

Citizens' Advisory Committee to the Kansas City Power & Light Company (1982-1990)

SUMMARY OF EXPERIENCE

Dr. Tatham is president and 100% owner of ETC Institute, a management consulting firm that does consulting with a focus on evaluation, research design, market research, information management, statistical applications, and analysis. She has both the experience and academic credentials to design of customer satisfaction research, monitor the research, and make a final assessment of the results.

She was a member of the Olathe Planning Commission for almost ten years and served as chair of the commission. She is a member of the Board of Directors for Olathe Medical Center and currently serves a chair of the patient satisfaction committee. She has been instrumental in the design and successful administration of patient satisfaction surveys for several health related organizations.

She is a certified management consultant through the Institute of Management Consultants (New York City). She is an adjunct lecturer in the University of Kansas graduate Engineering Management program. Her specialties include operations research, forecasting, and system simulation for management decision-making.

Dr. Tatham was a Profile feature on the front page of the July 17, 1992 Kansas City Business Journal. She has been the Olathe "Woman of the Year" and received the John T. Barton award for service to the Olathe Community (including almost 10 years as a planning commissioner.)

She gave a talk "Know Your Market" at the first Transportation Management Summit sponsored by the TMA Council of the Association of Commuter Transportation with the support of the Federal Highway Administration, Federal Transit Administration, and U. S. Department of Energy. Williamsburg, Virginia, November 1992. She returned to the second meeting held in Palm Springs.

Dr. Tatham's expertise includes:

- She has extensive experience in designing research tools in formats that encourage respondent participation
- She has managed more than 500 research projects across the United States
- She has unsurpassed experience in the field of developing and applying performance measurements. She developed the data collection methodology that is used for the "report card" that is published annually by Partnership for Children, one of the Midwest's leading children's advocacy groups.

Dr. Tatham's current responsibility is:

1982 – present; ETC Institute, Olathe, Kansas, President and Owner

Senior executive of a company that provides management consulting services including marketing research, demography, information management, statistical applications, strategic planning, forecasting, simulation, and operations research for management decision-making. Focus is on the acquisition and display of information for management decision-making. Clients include businesses, public school systems, colleges, vocational technical schools, governmental units, and not-for-profit agencies.



JASON MORADO
Senior Project Manager

ETC Institute
725 W. Frontier Circle, Olathe, KS 66061
jmorado@etcinstitute.com
(913) 829-1215



EDUCATION

M.B.A., Webster University, 2009
B.S. in Business Administration – Marketing, Avila University 2000

SUMMARY OF EXPERIENCE

Mr. Morado has over 15 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 300 local governmental organizations throughout the U.S. Mr. Morado is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. He has also led the coordination and facilitation of focus groups and stakeholder interviews for a wide range of topics. Mr. Morado has planned, coordinated and supervised the administration of transportation studies, and has served as an on-site supervisor for the administration of transportation surveys in over a dozen states.

RELEVANT PROJECT EXPERIENCE

Citizen Satisfaction Surveys

Mr. Morado has served as a project manager for over 100 citizen satisfaction surveys for local governmental organizations. Some of these organizations include:

- Auburn, CA
- Austin, TX
- Bensenville, IL
- Cabarrus County, NC
- Casper, WY
- Cedar Hill, TX
- Chapel Hill, NC
- Clayton, MO
- Chickasha, OK
- Columbia, MO
- Dallas, TX
- Davenport, IA
- Des Moines, IA
- Durham County, NC
- Fort Lauderdale, FL
- Gardner, KS
- Glencoe, IL
- Glenview, IL
- Greenville, NC
- Hallandale Beach, FL
- High Point, NC
- Hyattsville, MD
- Johnston, IA
- Johnson County, KS
- Jonesboro, AR
- Kansas City, MO
- Kennesaw, GA
- King County, WA
- Kirkwood, MO
- Las Vegas, NV

- Lawrence, KS
- Louisville, KY
- McAllen, TX
- Midwest City, OK
- Missouri City, TX
- Montrose, CO
- Mountain Brook, AL
- Mount Prospect, IL
- Newport, RI
- Oklahoma City, OK
- Olathe, KS
- Pinehurst, NC
- Plano, TX
- Raymore, MO
- Rolla, MO
- Saint Joseph, MO
- San Antonio, TX
- Shawnee, KS
- Shoreline, WA
- Sugar Land, TX
- Tempe, AZ
- Vancouver, WA

Parks and Recreation Surveys

Mr. Morado has served as a project manager for over 100 parks and recreation surveys for local governmental organizations. Some of these organizations include:

- Atlanta, GA
- Arlington County, VA
- Bend, OR
- Blue Springs, MO
- Burlleson, TX
- Casa Grande, AZ
- Cedar Rapids, IA
- Champaign, IL
- Cincinnati, OH
- Columbus, OH
- Denver, CO
- Des Moines, IA
- East Baton Rouge Parish, LA
- Eau Claire, WI
- Edmonds, WA
- Iowa City, IA
- Henderson, NV
- Geneseo, IL
- Kent, WA
- Kettering, OH
- Lake St. Louis, MO
- Las Cruces, NM
- Lenexa, KS
- Longview, TX
- Los Angeles, CA
- Lubbock, TX
- Mesa, AZ
- Mecklenburg County, NC
- Miami, FL
- Milwaukee County, WI
- Naperville, IL
- Oakland County, MI
- Orlando, FL
- Overland Park, KS
- Peoria, AZ
- Raleigh, NC
- Redmond, WA
- Richland County, SC
- Round Rock, TX
- Salvation Army (numerous locations)
- San Diego, CA
- San Francisco, CA
- Southlake, TX
- St. Paul, MN
- U.S. Army Installation Management Command
- U.S. Marine Corps
- U.S. National Park Service
- Valparaiso, IN
- Virginia Beach, VA
- Washington D.C.

Transportation Research Studies

Mr. Morado has assisted in the design and administration of research for a wide range of transportation studies. Some of the organizations for whom he has assisted in transportation related research include:

- Atlanta Regional Commission (the MPO for the Atlanta area)
- Colorado Department of Transportation
- Des Moines Metropolitan Transportation Authority
- Fayetteville Area Metropolitan Planning Organization
- Greater Buffalo-Niagara Regional Transportation Council
- Kansas City Area Transportation Authority
- Kansas Department of Transportation
- Mid America Regional Council (the MPO for the Kansas City area)
- Missouri Department of Transportation
- Nashville Metropolitan Transit Authority
- North Carolina Department of Transportation
- North Central Texas Council of Governments
- South Carolina Department of Transportation
- Southeast Michigan Council of Governments (the MPO for the Detroit area)
- Tennessee Department of Transportation
- Texas Department of Transportation
- Utah Transit Authority

PUBLICATIONS

- Cicerone, B., Hekele, A. and Morado, J. Strengthen Your Competitive Position – Apply Continuous Process Improvement To The Process For Managing Customer Loyalty. *Management World* (published on-line [www.icpm.biz] by the Institute of Certified Professional Managers, Harrisonburg, VA), 2009 (November/December).
- Cicerone, B., Hekele, A., and Morado, J. Manage Customer Satisfaction Proactively! *FEMSA News* (published by The Fire and Emergency Manufacturers and Services Association, Lynnfield, MA). 2009 (Summer). Pages 16 and 19.
- Cicerone, B., Hekele, A., and Morado, J. Applying Continuous Process Improvement To Your Market Research Increases Customer Loyalty. *Marketing Times* (published in the website of the Sales & Marketing Executives International, www.smei.org). 2009 (June/July). Pages 6 – 8.
- Cicerone, B., Hekele, A., and Morado, J. Stop Managing Customer Satisfaction Reactively. *Industrial Management* (published by the Institute of Industrial Engineers, Norcross, GA), 2009 (May/June). Pages 27 – 30.
- Cicerone, B., Hekele, A., and Morado, J. Gain A Competitive Advantage. *The Magazine* (published by the Printing Industries of America, Sewickley, PA), 2009 (May). Pages 15 – 17.
- Cicerone, B., Hekele, A., and Morado, J. Use Continuous Process Improvement To Better Manage Customer Loyalty. *Alert! Magazine Online* (published in the website of the Marketing Research Association, www.mra-net.org), 2009 (April).
- Cicerone, B., Hekele, A. and Morado, J. Gain A Competitive Advantage: Apply Continuous Process Improvement To The Process For Managing Customer Loyalty. Published in the website of the Business Marketing Association, (www.marketing.org), 2009 (February).

Cicerone, B., Hekele, A., and Morado, J. Keep Customers Coming Back By Inspecting What You Expect. 2009 (January 20). Posted to the Resource Portal section of the website of The Greater Kansas City Chamber of Commerce (www.kcchamber.com).



RYAN MURRAY

Project Manager

ETC Institute

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rmurray@etcinstitute.com

(913) 254-4598



EDUCATION

B.S., Public Administration, The University of Kansas

SUMMARY OF EXPERIENCE

Mr. Murray has over 10 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute Mr. Murray has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. His current role as Senior Researcher includes quantitative and qualitative research, report writing, benchmarking research, survey development, and statistical analysis. Mr. Murray has also held a supervisory role within the firm. In his previous role he planned, coordinated and supervised the administration of large scale origin-destination transportation studies on multiple projects across the country. Over the past two years, Mr. Murray has worked as a Senior Researcher on projects for over 50 state, county, local, and private sector clients. Below are some examples of the clients Mr. Murray has worked for.

PROFESSIONAL EXPERIENCE

Transportation Clients

- **Columbus, Ohio** – Central Ohio Transit Authority
- **St. Louis, Missouri** – East West Gateway Council of Governments
- **Salt Lake City, Utah** – Utah Transit Authority
- **Dallas, Texas** – Dallas Area Rapid Transit
- **Las Vegas, Nevada** – Regional Transportation Commission of Southern Nevada
- **San Francisco, CA** – Bay Area Rapid Transit

Community Survey and Needs Assessment Clients

- | | |
|----------------------------------------------------|----------------------------------------------------|
| • Aberdeen, South Dakota | • Des Moines Area Regional Transit Authority, Iowa |
| • Auburn Alabama | • Des Moines, Iowa |
| • Augusta, Georgia | • Des Plaines, Illinois |
| • Austin, Texas | • Doral, Florida |
| • Blue Springs, Missouri | • Durham, North Carolina Police Department |
| • Cape Coral | • EMBARK, Oklahoma |
| • Cary, Illinois | • Fauquier County Parks, Virginia |
| • Chapel Hill, North Carolina | • Flower Mound, Texas |
| • Dallas, Texas | • Genessee County, Illinois |
| • Denver Regional Council of Governments, Colorado | • Geneva, Illinois |
| | • Grand Prairie, Texas |

- Houston Metro, Texas
- Johnson County, Kansas
- Kansas City, Kansas
- Kansas City, Missouri
- Kennesaw, Georgia
- Kettering, Ohio
- Las Vegas, Nevada
- Maricopa Association of Governments, Arizona
- Miami Dade County, Florida
- Missouri City, Texas
- Oklahoma City, Oklahoma
- Olathe, Kansas
- Palm Beach, Florida
- Pearland, Texas
- Rowan County, North Carolina
- Shoreline, Washington
- St. Joseph, Missouri
- St. Louis, Missouri
- Tacoma, Washington
- Tucson, Arizona
- Valparaiso, Indiana
- Washougal, Washington
- Wauwatosa, Wisconsin
- Webster Groves Library, Missouri
- Winnetka, Illinois
- Wyandotte County, Kansas

Section 7

Sample Citizen Surveys



Dear Lenexa Resident,

The City of Lenexa is conducting a survey of residents to gather information about city priorities and the quality of city programs and services. The survey is part of our ongoing strategic planning process, which is designed to provide residents with the best services possible.

Please take a few minutes to complete and return this survey in the next few days. A postage-paid return envelope, addressed to ETC Institute, has been provided for your convenience. We have selected ETC Institute as our partner for this project because of its outstanding record of performance in working with communities nationwide. ETC will compile the results and present a report to the city in the weeks ahead. The report will be a valuable resource as we work to provide you with the most responsive government possible. Look for a summary of the survey results in a future issue of the *Lenexa TownTalk* and on the city's website, www.lenexa.com.

If you have any questions, please call Denise Rendina, Communications Director, at (913) 477-7527 or DRendina@Lenexa.com. Thank you for your participation in this important process.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Boehm", written over a light blue rectangular background.

Michael A. Boehm
Mayor

2017 City of Lenexa Citizen Survey



Please take a few minutes to complete this survey. Your input is an important part of the City's planning process and will be used by City leaders to make planning and investment decisions. If you have questions, please call the Communications Division at 477-7527.

1. **Overall.** Please rate your overall satisfaction with the following major categories of services provided by the City of Lenexa. Please rate each item on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of police, fire, and ambulance services	5	4	3	2	1	9
2. Overall quality of City parks and recreation programs and facilities	5	4	3	2	1	9
3. Overall maintenance of City streets	5	4	3	2	1	9
4. Overall maintenance of buildings & facilities	5	4	3	2	1	9
5. Overall enforcement of City codes and ordinances	5	4	3	2	1	9
6. Overall quality of customer service you receive from City employees	5	4	3	2	1	9
7. Overall effectiveness of City communication with the public	5	4	3	2	1	9
8. Overall quality of the City's stormwater runoff/stormwater management system	5	4	3	2	1	9
9. Overall flow of traffic and congestion management in the City	5	4	3	2	1	9

2. Which THREE of the services listed in Question 1 do you think are MOST IMPORTANT for the City to provide? [Write-in your answers below using the numbers from the list in Question 1, or circle 'NONE'.]

1st: ____ 2nd: ____ 3rd: ____ NONE

3. **Perceptions of Lenexa.** Several items that may influence your perception of the City of Lenexa are listed below. Please rate your satisfaction with each item on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
2. Overall image of the City	5	4	3	2	1	9
3. How well the City is planning growth	5	4	3	2	1	9
4. Overall quality of life in the City	5	4	3	2	1	9
5. Overall appearance of the City	5	4	3	2	1	9
6. Overall quality of services provided by the City	5	4	3	2	1	9

4. **Overall Ratings of Lenexa.** Please rate the City of Lenexa on a scale of 5 to 1, where 5 means "Excellent" and 1 means "Poor", with regard to each of the following.

How would you rate Lenexa...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place where you would buy your next home	5	4	3	2	1	9
5. As a place to retire	5	4	3	2	1	9

5. **City Leadership.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of leadership provided by the City's elected officials	5	4	3	2	1	9
2. Overall effectiveness of appointed boards and commissions	5	4	3	2	1	9
3. Overall effectiveness of the City Administrator and appointed staff	5	4	3	2	1	9

6. **Public Safety.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of local police protection	5	4	3	2	1	9
02. The visibility of police in neighborhoods	5	4	3	2	1	9
03. The visibility of police in retail areas	5	4	3	2	1	9
04. How quickly police respond to emergencies	5	4	3	2	1	9
05. The City's efforts to prevent crime	5	4	3	2	1	9
06. Police safety education programs	5	4	3	2	1	9
07. Enforcement of local traffic laws	5	4	3	2	1	9
08. Overall quality of local fire protection	5	4	3	2	1	9
09. The location of fire stations	5	4	3	2	1	9
10. How quickly fire department personnel respond to emergencies	5	4	3	2	1	9
11. Fire safety education programs	5	4	3	2	1	9
12. Quality of local ambulance service	5	4	3	2	1	9
13. Travel safety on city roads and intersections	5	4	3	2	1	9
14. Quality of animal control	5	4	3	2	1	9

7. **Which TWO of the public safety services listed in Question 6 do you think are MOST IMPORTANT for the City to provide?** *[Write-in your answers below using the numbers from the list in Question 6, or circle 'NONE'.]*

1st: ____ 2nd: ____ NONE

8. **City Maintenance.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of City streets	5	4	3	2	1	9
02. Maintenance of City sidewalks	5	4	3	2	1	9
03. Maintenance of street signs	5	4	3	2	1	9
04. Maintenance of traffic signals	5	4	3	2	1	9
05. Maintenance/preservation of Old Town Lenexa	5	4	3	2	1	9
06. Maintenance of city buildings	5	4	3	2	1	9
07. Snow removal on major City streets	5	4	3	2	1	9
08. Snow removal on neighborhood streets	5	4	3	2	1	9
09. Mowing and trimming along City streets and other public areas	5	4	3	2	1	9
10. Overall cleanliness of City streets and other public areas	5	4	3	2	1	9
11. Adequacy of City street lighting	5	4	3	2	1	9

9. **Which TWO of the city maintenance services listed in Question 8 do you think are MOST IMPORTANT for the City to provide?** *[Write-in your answers below using the numbers from the list in Question 8, or circle 'NONE'.]*

1st: ____ 2nd: ____ NONE

10. **Code Enforcement.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcing the cleanup of litter and debris on private property	5	4	3	2	1	9
2. Enforcing the mowing and trimming of grass and weeds on private property	5	4	3	2	1	9
3. Enforcing the maintenance of residential property	5	4	3	2	1	9
4. Enforcing the exterior maintenance of business property	5	4	3	2	1	9
5. Enforcing codes designed to protect public safety and health	5	4	3	2	1	9
6. Enforcing sign regulation	5	4	3	2	1	9

11. Which TWO of the code enforcement services listed in Question 11 do you think are the MOST IMPORTANT for the City to provide? [Write-in your answers below using the numbers from the list in Question 10, or circle 'NONE'.]

1st: ____ 2nd: ____ NONE

12. **Parks and Recreation.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of City parks	5	4	3	2	1	9
02. The number of City parks	5	4	3	2	1	9
03. Walking and biking trails in the City	5	4	3	2	1	9
04. City swimming pools	5	4	3	2	1	9
05. New Lenexa Rec Center	5	4	3	2	1	9
06. Outdoor athletic fields (i.e. baseball, soccer, and softball)	5	4	3	2	1	9
07. The City's youth athletic programs	5	4	3	2	1	9
08. The City's adult athletic programs	5	4	3	2	1	9
09. Other City recreation programs, such as classes, trips, and special events	5	4	3	2	1	9
10. Ease of registering for programs	5	4	3	2	1	9
11. Fees that are charged for recreation programs	5	4	3	2	1	9
12. City skate park	5	4	3	2	1	9
13. Arts and cultural programs	5	4	3	2	1	9

13. Which TWO of the Parks and Recreation services listed in Question 12 do you think are MOST IMPORTANT for the City to provide? [Write-in your answers below using the numbers from the list in Question 12, or circle 'NONE'.]

1st: ____ 2nd: ____ NONE

14. What is your favorite event hosted by the City of Lenexa? [Check only one.]

- | | | |
|--------------------------------------------|----------------------------------|------------------------------|
| ____(01) Art Fair | ____(05) Enchanted Forest | ____(10) Sar-Ko Aglow |
| ____(02) Chili Challenge | ____(06) Food Truck Frenzy | ____(11) Spinach Festival |
| ____(03) Community Days Parade | ____(07) Freedom Run | ____(12) Tails on the Trails |
| ____(04) Cupid's Gems Artisan Jewelry Show | ____(08) Great Lenexa BBQ Battle | ____(13) Other: _____ |
| | ____(09) Moonlight Bike Ride | ____(14) None |

15. City Communication. Which of the following are you using? [Check all that apply.]

- ___(01) Facebook
- ___(02) Twitter
- ___(03) YouTube
- ___(04) Flickr
- ___(05) Pinterest
- ___(06) Instagram
- ___(07) Snapchat
- ___(08) Android applications
- ___(09) iPhone applications
- ___(10) Other social networking sites on the Internet: _____
- ___(11) Text messages
- ___(12) Other: _____
- ___(13) None of the above

16. Where do you currently get news and information about city programs, services, and events? [Check all that apply.]

- ___(1) TownTalk (City newsletter)
- ___(2) Kansas City Star
- ___(3) Television news
- ___(4) City website
- ___(5) City's mobile apps (311, "I Like Lenexa")
- ___(6) E-mail updates (My Lenexa News, Road Closure Alerts, etc.)
- ___(7) City's social networking sites (Facebook, Twitter, etc.)
- ___(8) Other: _____

17. From which THREE sources of information listed in Question 16 would you prefer to get information from the City? [Write-in your answers below using the numbers from the list in Question 16, or circle 'NONE'.]

1st: ___ 2nd: ___ 3rd: ___ NONE

18. For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	The availability of information about City programs and services	5	4	3	2	1	9
2.	City efforts to keep you informed about local issues	5	4	3	2	1	9
3.	The level of public involvement in local decision making	5	4	3	2	1	9
4.	TownTalk (City newsletter)	5	4	3	2	1	9
5.	The usefulness of the City's website	5	4	3	2	1	9
6.	E-mail updates (My Lenexa News, Road Closure Alerts, etc.)	5	4	3	2	1	9
7.	City social media accounts	5	4	3	2	1	9

19. Traffic Flow. For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	The ease of north-south travel in Lenexa by car	5	4	3	2	1	9
2.	The ease of east-west travel in Lenexa by car	5	4	3	2	1	9
3.	The ease of travel by bicycle in Lenexa	5	4	3	2	1	9
4.	The ease of pedestrian travel in Lenexa	5	4	3	2	1	9

20. **Customer Service.** Have you called or visited the City with a question, problem, or complaint during the past year?

___(1) Yes [Answer Q20a-c.] ___(2) No [Skip to Q21.] ___(9) Don't Know [Skip to Q21.]

20a. **How easy was it to contact the person you needed to reach?**

___(4) Very Easy ___(2) Difficult ___(9) Don't Know
 ___(3) Somewhat Easy ___(1) Very Difficult

20b. **What department did you contact? [Check all that apply.]**

___(1) Police ___(4) Parks and Recreation ___(7) Communications
 ___(2) Fire ___(5) Municipal Services ___(8) Municipal Court
 ___(3) Community Development ___(6) City Administrator ___(9) Other: _____

20c. **Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 5 to 1, where 5 means "Always" and 1 means "Never".**

Frequency that:		Always	Usually	Sometimes	Seldom	Never	Don't Know
1.	They were courteous and polite	5	4	3	2	1	9
2.	They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3.	They did what they said they would do in a timely manner	5	4	3	2	1	9
4.	They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

21. **Biking in Lenexa.** Listed below are various bicycle riding activities. For each activity, please indicate how many members of your household currently ride a bicycle for that activity and approximately how often they ride a bicycle for the activity.

Activity	Number of Riders Under 18	Number of Riders 18 and Older	Frequency?				
			Always	At Least Once/Week	Once/Month	Occasionally	Never
1. Exercise			5	4	3	2	1
2. Transportation			5	4	3	2	1
3. Recreation			5	4	3	2	1

22. **What type of path do you prefer to ride your bicycle on most? [Check only one.]**

___(1) Sidewalks ___(3) Clearly designated/marked bike lanes on streets
 ___(2) Paved trails ___(4) Unmarked streets (streets with no bike lanes)

23. **How important is it that the City allocate funds to bicycle infrastructure (bike lanes, signs, pavement markings, trails)?**

___(5) Very Important ___(3) Neutral ___(1) Not at All Important
 ___(4) Important ___(2) Not Important

24. **Lenexa City Center. Have you visited Lenexa City Center (the four corners at 87th and Renner)?**

___(1) Yes [Answer Q24a.] ___(2) No [Skip to Q25.]

24a. **Which activities have you participated in or attended at Lenexa City Center? [Check all that apply.]**

- | | |
|------------------------------------------|------------------------------------------------------|
| ___(01) Visited a restaurant / bar | ___(07) Shopped |
| ___(02) Visited the Rec Center | ___(08) Work near Lenexa City Center |
| ___(03) Visited other fitness facility | ___(09) Had family or friends stay at hotel |
| ___(04) Visited City Hall | ___(10) Visited nearby park or used recreation trail |
| ___(05) Visited the Lenexa Public Market | ___(11) Other: _____ |
| ___(06) Attended an event | |

25. **Are you aware of the Lenexa Public Market?** ___(1) Yes ___(2) No

26. **Are you aware of the new Lenexa Rec Center?** ___(1) Yes ___(2) No

DEMOGRAPHICS

27. **Including yourself, how many people in your household are...**

Under age 5: ___	Ages 15-19: ___	Ages 35-44: ___	Ages 65-74: ___
Ages 5-9: ___	Ages 20-24: ___	Ages 45-54: ___	Ages 75+: ___
Ages 10-14: ___	Ages 25-34: ___	Ages 55-64: ___	

28. **Approximately how many years have you lived in Lenexa?** _____ years

29. **Do you plan to retire in Lenexa?** ___(1) Yes ___(2) No

30. **Do you own or rent your current residence?** ___(1) Own ___(2) Rent

31. **What is your age?** _____ years

32. **Would you say your total annual household income is...**

___(1) Under \$30,000	___(4) \$70,000 to \$89,999	___(7) \$175,000 or more
___(2) \$30,000 to \$49,999	___(5) \$90,000 to \$119,999	
___(3) \$50,000 to \$69,999	___(6) \$120,000 to \$174,999	

33. **Your gender:** ___(1) Male ___(2) Female

34. **If you have any other suggestions you would like to make, please write them in the space provided below.**

35. Would you be interested in learning more about Lenexa's Survey Research Panel? (The Research Panel is a group of residents who agree to participate in ongoing survey research sponsored by the City of Lenexa.)

____(1) Yes ____ (2) No

35a. If "Yes" to Question 33, please provide your contact information below. Providing your contact information does not automatically sign you up for the Research Panel. ETC Institute will first provide interested residents with additional information about the Panel, and then residents can decide whether they would like to participate.

Your Name: _____
Your Email: _____

Phone: _____

This concludes the survey – Thank you for your time!
Please return your completed survey in the enclosed postage-paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having problems with city services. If your address is not correct, please provide the correct information. Thank you.

CITY OF SHAWNEE

CITY HALL

11110 JOHNSON DRIVE
SHAWNEE, KS 66203
(913) 631-2500
FAX (913) 631-7351

CIVIC CENTRE

13817 JOHNSON DRIVE
SHAWNEE, KS 66216
(913) 631-5200
FAX (913) 631-4651

FIRE

6501 QUIVIRA ROAD
SHAWNEE, KS 66216
(913) 631-1080
FAX (913) 631-1628

POLICE

5850 RENNER ROAD
SHAWNEE, KS 66217
(913) 631-2155
FAX (913) 631-6389

MUNICIPAL COURT

5860 RENNER ROAD
SHAWNEE, KS 66217
(913) 742-6003
FAX (913) 962-0983

January 2017

Dear Resident,

As a City, one of our biggest goals is to make sure our citizens always feel like their City government is both open and accessible. Included in that commitment is making sure that we remain focused on the services and priorities that are most important to you.

In order to help us accomplish our goals, we are conducting a citizen survey that we would like you to participate in. Your input on this survey is vitally important and will help us ensure that we continue to move Shawnee in a positive direction.

Results from this survey will be compared with responses from past similar surveys as part of our evaluation of operations.

We realize this survey does take some time to complete, but the answers we receive will help guide our City staff and City Council on decisions regarding future projects and priorities in your community.

A couple of important notes:

- This survey is being conducted by ETC Institute, a nationally recognized market research firm, based in Olathe, Kansas.
- All individual responses to the survey will remain confidential.

Results from the survey will be made public and shared with residents, the Governing Body, by City Staff at public presentations, through social media, e-newsletters and the City's website www.cityofshawnee.org. Again, while the overall survey results will be made public, your individual responses will remain anonymous.

Please return your completed survey in the next week using the postage paid envelope that has been provided. If you prefer, you can also complete the survey online at bit.do/shawnee2017survey.

If you have any questions regarding the survey, please contact Julie Breithaupt, Communications Manager for the City of Shawnee, at 913-742-6202.

Thank you for your participation in this process.

Sincerely,



Michelle Distler, Mayor



Year 2017 City of Shawnee Citizen Satisfaction Survey

Please take a few minutes to complete this survey. Your input is an important part of the City's effort to involve citizens in long-range planning and investment decisions. If you have questions, please call Julie Breithaupt at 913-742-6202. *Thank you!*

1. Please rate your overall satisfaction with major categories of services provided by the City of Shawnee on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of police, fire and ambulance services	5	4	3	2	1	9
2. Overall quality of city parks and recreation programs and facilities	5	4	3	2	1	9
3. Overall maintenance of city buildings & facilities	5	4	3	2	1	9
4. Overall enforcement of city codes and ordinances	5	4	3	2	1	9
5. Overall quality of customer service you receive from city employees	5	4	3	2	1	9
6. Overall effectiveness of city communication with the public	5	4	3	2	1	9
7. Overall quality of the city's stormwater runoff/stormwater management system	5	4	3	2	1	9
8. Overall flow of traffic and congestion management on streets in the city	5	4	3	2	1	9
9. Overall maintenance of city streets	5	4	3	2	1	9

2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? *[Write-in your answers below using the numbers from the list in Question 1.]*

1st: _____ 2nd: _____ 3rd: _____

3. Several items that may influence your perception of the City of Shawnee are listed below. Please rate your satisfaction with each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
2. Overall image of the City	5	4	3	2	1	9
3. Overall quality of life in the City	5	4	3	2	1	9
4. How well the City is managing and planning growth and development	5	4	3	2	1	9

4. Please rate Shawnee on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following:

How would you rate the City of Shawnee:	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place where you would buy your next home	5	4	3	2	1	9
5. As a place to call home	5	4	3	2	1	9
6. As a place that offers high quality education	5	4	3	2	1	9

5. For each of the items listed below, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

City Leadership		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Overall quality of leadership provided by the City's elected officials	5	4	3	2	1	9
2.	Overall accessibility and responsiveness of City leaders	5	4	3	2	1	9
3.	Overall effectiveness of the city manager and appointed staff	5	4	3	2	1	9

6. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following services provided by the City:

City Maintenance		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Overall maintenance of city streets	5	4	3	2	1	9
02.	Maintenance of sidewalks	5	4	3	2	1	9
03.	Maintenance of traffic signals	5	4	3	2	1	9
04.	Maintenance of street signs	5	4	3	2	1	9
05.	Maintenance of curbs and gutters	5	4	3	2	1	9
06.	Adequacy of street lighting	5	4	3	2	1	9
07.	Maintenance and preservation of downtown Shawnee	5	4	3	2	1	9
08.	Maintenance of City buildings (City Hall, Civic Centre, Fire Stations)	5	4	3	2	1	9
09.	Snow removal on major city streets	5	4	3	2	1	9
10.	Snow removal on neighborhood streets	5	4	3	2	1	9
11.	Mowing and trimming along city streets and other public areas	5	4	3	2	1	9
12.	Overall cleanliness of city streets and other public areas	5	4	3	2	1	9
13.	City efforts to prevent flooding	5	4	3	2	1	9
14.	Maintenance of City parks	5	4	3	2	1	9

7. Which THREE of the services listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? [Write-in your answers below using the numbers from the list in Question 6.]

1st: ____ 2nd: ____ 3rd: ____

8. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following:

Code Enforcement		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Enforcing the clean-up of debris on private property	5	4	3	2	1	9
2.	Enforcing the mowing & cutting of weeds on private property	5	4	3	2	1	9
3.	Enforcing the exterior maintenance of residential property	5	4	3	2	1	9
4.	Enforcing the exterior maintenance of business property	5	4	3	2	1	9
5.	Enforcing sign regulations	5	4	3	2	1	9

9. How would you describe the City's level of enforcement when it comes to codes and ordinances?

____(1) Too much ____ (2) About right ____ (3) Too little ____ (9) Don't know

10. For each of the following, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Parks and Recreation	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Number of City parks	5	4	3	2	1	9
02. Number of walking and biking trails	5	4	3	2	1	9
03. City aquatic facilities	5	4	3	2	1	9
04. Civic Centre	5	4	3	2	1	9
05. Outdoor athletic fields (soccer, baseball and softball)	5	4	3	2	1	9
06. The City's youth programs	5	4	3	2	1	9
07. The City's adult programs	5	4	3	2	1	9
08. The City's Senior Programs	5	4	3	2	1	9
09. Special events such as Tour De Shawnee, Summer Concerts, BBQ Contest, Historical Hauntings	5	4	3	2	1	9
10. Ease of registering for programs	5	4	3	2	1	9
11. Fees charged for recreation programs	5	4	3	2	1	9
12. Shawnee Town 1929	5	4	3	2	1	9
13. City skate park	5	4	3	2	1	9

11. Which THREE of the items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? [Write-in your answers below using the numbers from the list in Question 10.]
 1st: ____ 2nd: ____ 3rd: ____

12. On a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in each of the following situations:

Safety	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
1. In your neighborhood during the day	5	4	3	2	1	9
2. In your neighborhood at night	5	4	3	2	1	9
3. In City parks and recreation facilities	5	4	3	2	1	9
4. Overall feeling of safety in Shawnee	5	4	3	2	1	9

13. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following public safety services provided by the City of Shawnee:

Emergency Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of local police protection	5	4	3	2	1	9
02. The visibility of police in neighborhoods	5	4	3	2	1	9
03. The visibility of police in retail areas	5	4	3	2	1	9
04. How quickly police respond to emergencies	5	4	3	2	1	9
05. The City's efforts to prevent crime	5	4	3	2	1	9
06. Police safety education programs	5	4	3	2	1	9
07. Enforcement of local traffic laws	5	4	3	2	1	9
08. Overall quality of local fire protection	5	4	3	2	1	9
09. How quickly fire department personnel respond to emergencies	5	4	3	2	1	9
10. Fire safety education programs	5	4	3	2	1	9
11. The City's efforts to prevent fires	5	4	3	2	1	9
12. How quickly ambulance personnel respond to emergencies	5	4	3	2	1	9
13. Overall quality of local ambulance service	5	4	3	2	1	9
14. Quality of animal control	5	4	3	2	1	9

14. Which THREE of the items listed in Question 13 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? [Write-in your answers below using the numbers from the list in Question 13.]
 1st: ____ 2nd: ____ 3rd: ____

15. **In the last 12 months, have you or anyone in your household been a victim of any crime in Shawnee?**
 ___(1) Yes [Answer Q15a.] ___(2) No [Skip to Q16.] ___(3) Not Sure [Skip to Q16.]
- 15a. **Did you report the crimes to the police?** ___(1) Yes ___(2) No ___(3) Not Sure
16. **In the last 12 months, have you or anyone in your household used fire or emergency medical services in Shawnee?**
 ___(1) Yes ___(2) No ___(3) Not Sure
17. **Please rank the following community values from 1 to 6, where 1 is the "Most Important" and 6 is the "Least Important."**
 ___(1) An attractive and well-maintained community ___(4) Environmentally sustainable and well-planned community
 ___(2) Economic growth and vitality ___(5) Quality cultural and recreational opportunities
 ___(3) Effective mobility and reliable infrastructure ___(6) Safe community
18. **Which of the following are your primary sources of information about City issues, services, and events? (Check all that apply.)**
 ___(01) The city newsletter, CityLine ___(06) City's Recreation Catalog
 ___(02) Kansas City Star ___(07) The Shawnee Dispatch
 ___(03) Television News ___(08) E-mail updates from the City
 ___(04) Facebook, Twitter, Nextdoor or other social media ___(09) Other: _____
 ___(05) City website ___(10) None
19. **Which of the following do you regularly use? (Check all that apply.)**
 ___(01) Facebook ___(08) Android applications
 ___(02) Twitter ___(09) Blackberry applications
 ___(03) Nextdoor ___(10) Other mobile applications: _____
 ___(04) YouTube ___(11) Notify JoCo
 ___(05) Flickr ___(12) Text Messages
 ___(06) Other Social Networking Sites: _____ ___(13) Other: _____
 ___(07) iPhone applications ___(14) None of the above
20. **Have you visited the City's web site (www.cityofshawnee.org) during the past year?**
 ___(1) Yes [Answer Q20a.] ___(2) No [Skip to Q21.]
- 20a. **For what purpose? (Check all that apply.)**
 ___(1) Sign up for Parks & Rec Program ___(4) Listen to a meeting
 ___(2) Get meeting agenda or minutes ___(5) Get news updates about the City
 ___(3) Submit a citizen service request ___(6) Other: _____
- 20b. **How easy was it to find the information you were looking for on the City's web site?**
 ___(1) Very easy ___(3) Somewhat Difficult ___(9) Don't know
 ___(2) Somewhat Easy ___(4) Very Difficult
21. **Have you interacted with (called, visited on-line or in person) the City with a question, problem, or complaint during the past year?** ___(1) Yes [Answer Q21a-c.] ___(2) No [Skip to Q22.]
- 21a. **How easy was it to contact the person you needed to reach?**
 ___(1) Very Easy ___(3) Difficult ___(9) Don't know
 ___(2) Somewhat Easy ___(4) Very Difficult
- 21b. **What department did you contact? (Choose only one.)**
 ___(1) Police ___(3) Fire ___(5) Public Works/Codes Administration
 ___(2) Parks and Recreation ___(4) City Manager's Office ___(6) Other: _____

21c. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

Customer Service	Always	Usually	Sometimes	Seldom	Never	Don't Know
1. They were courteous and polite	5	4	3	2	1	9
2. They gave prompt, accurate, & complete answers to questions	5	4	3	2	1	9
3. They did what they said they would do in a timely manner	5	4	3	2	1	9
4. They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

22. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following aspects of communication provided by the City of Shawnee:

Communication	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about City programs, services and events	5	4	3	2	1	9
2. City efforts to keep you informed about local issues	5	4	3	2	1	9
3. The level of public involvement in local decision making	5	4	3	2	1	9
4. The quality of the City's web page	5	4	3	2	1	9
5. The quality of the City's newsletter	5	4	3	2	1	9
6. The City's efforts to keep you informed on its Facebook page	5	4	3	2	1	9
7. The City's efforts to keep you informed on its Twitter account	5	4	3	2	1	9
8. The City's efforts to keep you informed on Nextdoor	5	4	3	2	1	9

23. Using a five-point scale, where 5 means "Not Nearly Enough" and 1 means "Way Too Much," please rate the City's current pace of development in each of the following areas.

Economic Development	Not Nearly Enough	Almost Enough	Just Right	Too Much	Way Too Much	Don't Know
1. Office development	5	4	3	2	1	9
2. Industrial development	5	4	3	2	1	9
3. Multi-family residential development	5	4	3	2	1	9
4. Single-family residential development	5	4	3	2	1	9
5. Retail development	5	4	3	2	1	9

24. For each of the following, please rate the City's current availability of housing in each of the following areas on a three-point scale, where 3 means "Too Much" and 1 means "Not Enough."

Housing Options	Too Much	Just Right	Not Enough	Don't Know
1. Multi-family residential	3	2	1	9
2. Single family residential	3	2	1	9
3. Senior living	3	2	1	9

25. How often do you or members of your household eat in Shawnee? If your response is "Seldom" or "Never," please indicate why you go elsewhere for these items.

Eating Out	Always	Sometimes	Seldom	Never	If "Seldom"/"Never," why do you go elsewhere for these goods & services?		
					Better Selection	Cheaper	Other Reasons
1. Fast food (<i>McDonalds, KFC, Wendy's</i>)	4	3	2	1	1	2	3
2. Fast Casual (<i>Panera Bread, Chick-fil-A</i>)	4	3	2	1	1	2	3
3. Casual Dining (<i>Applebee's, Buffalo Wild Wings</i>)	4	3	2	1	1	2	3
4. Fine Dining (<i>Paulo & Bill's, Hereford House</i>)	4	3	2	1	1	2	3

26. Using a 5-point scale, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," how much do you agree that the City of Shawnee should pursue the following types of businesses?

Type of Business	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
01. Furniture and Home Furnishings stores	5	4	3	2	1	9
02. Health and Personal Care Stores	5	4	3	2	1	9
03. Computer and Software Stores	5	4	3	2	1	9
04. Sporting Goods Stores	5	4	3	2	1	9
05. Clothing, Shoe and Accessories Stores	5	4	3	2	1	9
06. Specialty Groceries and Food Services	5	4	3	2	1	9
07. Sports Entertainment (Go-Karts, Bowling, indoor play areas)	5	4	3	2	1	9
08. Appliances and Electronic Stores	5	4	3	2	1	9
09. Bars/Pubs	5	4	3	2	1	9
10. Restaurants	5	4	3	2	1	9
11. Martial arts, dance, and yoga studios	5	4	3	2	1	9
12. Other: _____	5	4	3	2	1	9

27. Which THREE of the types of businesses from the list in Question 26 do you feel are MOST IMPORTANT for the City of Shawnee to pursue? [Write-in your answers below using the numbers from the list in Question 26, or circle "None."]

1st: ____ 2nd: ____ 3rd: ____ NONE

28. In the past, the City has utilized a variety of economic incentives, such as Tax Increment Financing (TIF) Districts, Excise Tax abatements, and Community Improvement Districts (CID) to attract new development or redevelop underutilized areas as well as attract new employers and expand existing employers. In general, how supportive are you of the City using incentives to attract new business or redevelop underutilized areas?

____(4) Very Supportive ____ (3) Somewhat Supportive ____ (2) Not Sure ____ (1) Not Supportive

29. In general, how supportive are you of having the City use incentives to attract new employers or expand existing employers in Shawnee?

____(4) Very Supportive [Answer Q29a.] ____ (2) Not sure [Skip to Q30.]
 ____ (3) Somewhat Supportive [Answer Q29a.] ____ (1) Not Supportive [Skip to Q30.]

29a. If you are supportive of incentives, what should be the City's TWO highest priorities? (Choose only two.)

- ____ (1) Job Creation
- ____ (2) Attracting New Business
- ____ (3) Helping Current Business Expand
- ____ (4) Small Business Start-up Assistance
- ____ (5) Revitalization of Older Commercial Areas
- ____ (6) Providing Funding for Infrastructure for Business Parks or Commercial Development
- ____ (7) Other: _____

30. In general, how supportive would you be of the City acquiring property and developing a business park?

____(4) Very Supportive ____ (3) Somewhat Supportive ____ (2) Not Sure ____ (1) Not Supportive

31. CityRide is a partnership between the City and 10/10 Taxi. This program provides discount taxi service to senior citizens and the disabled. How aware are you of the CityRide program?

____(3) Very Aware ____ (2) Somewhat Aware ____ (1) Not Aware ____ (9) Not Sure

32. SeeClickFix is the program the City of Shawnee uses for citizens to submit service requests for things like potholes, malfunctioning traffic signals, odor concerns and code enforcement issues through a mobile device or online. Have you used this program to submit an issue through the website or Shawnee Connect, the City's app?

____ (1) Yes ____ (3) Did not know about it
 ____ (2) Know about it but have not used it ____ (4) Tried but could not figure it out

33. **The City is interested in maximizing sustainability options for residents. Please place a check next to any program that you have used in the past or plan to use in the future. (Check all that apply.)**
 (1) Ripple Glass Recycling (5) Bicycle Recycling
 (2) E-Waste (Electronic Recycling) (6) Recycling in City Facilities and Parks
 (3) Community Shredding Event (7) Other: _____
 (4) Water Quality Education through City Line/
[www.cityofshawnee.org/Neighborhood newsletters](http://www.cityofshawnee.org/Neighborhood%20newsletters)
34. **The City of Shawnee owns land at 61st and Woodland, which has been identified as a location for the potential construction of a community center. How supportive would you be of the City building a new indoor Community Center?**
 (4) Very Supportive (3) Somewhat Supportive (2) Not Sure (1) Not Supportive
35. **Currently there is no funding identified for the construction of a new community center. Costs for a new indoor community center could be debt financed with payments paid by property taxes. From the following list, please check the maximum amount of additional property taxes you would be willing to pay per month for the development and operations of a new indoor community center that had the types of program spaces you and members of your household would use most often.**
 (1) \$9.95 per month (3) \$12.50 per month (5) None
 (2) \$11.75 per month (4) \$13.00 per month
36. **Approximately how many years have you lived at your current residence?**
 (1) Less than 1 year (3) 6-10 years (5) 16-20 years
 (2) 1-5 years (4) 11-15 years (6) More than 20 years
37. **Do you own or rent your current residence?** (1) Own (2) Rent
38. **What is your age?** _____ years
39. **Including yourself, how many people in your household are:**
 (1) Under age 10 (3) Ages 20-34 (5) Ages 55-74
 (2) Ages 10-19 (4) Ages 35-54 (6) Ages 75+
40. **Would you say your total annual household income is:**
 (1) Under \$35,000 (2) \$35,000 to \$59,999 (3) \$60,000 to \$99,999 (4) \$100,000 or more
41. **Your gender:** (1) Male (2) Female
42. **Are you or other members of your household of Hispanic or Latino ancestry?** (1) Yes (2) No
43. **Which of the following best describes your race? (Check all that apply.)**
 (1) African American/Black (3) Asian/Hawaiian/Other Pacific Islander (5) Other: _____
 (2) American Indian/Alaska Native (4) White

This concludes the survey – Thank you for your time!

Please return your completed survey in the enclosed postage-paid envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed on the sticker to the right will ONLY be used to help identify which areas of the City are having problems with city services. If your address is not correct, please provide the correct information. Thank you.



February 2015

Dear Resident:

You have been randomly selected to help the City of Merriam.

The City of Merriam is conducting a comprehensive citywide survey to gauge citizen satisfaction in Merriam. A similar survey was conducted in 2012 that established benchmarks for our community. The new survey will help measure our progress on several key issues facing the city and allow residents to provide feedback on how their city and tax dollars serve them.

Further, it will assist the Governing Body and city administrators in monitoring the quality of city services provided, establishing budget priorities for future years, and making planning and policy decisions.

Your input is very valuable to the city. Please take a few minutes to complete the enclosed survey and return it **within the next few days**. A postage-paid return envelope, addressed to ETC Institute, is enclosed for your convenience in returning the survey.

ETC Institute was selected to be the City's partner for this important project. They will compile the survey results and present a report to the City in the spring of 2015. The information will be shared with residents, the Governing Body and city staff at public presentations and on the city's website, www.merriam.org.

If you have any questions, please contact Communications Coordinator Christy Playter at 913-322-5507 or christyp@merriam.org.

Thank you for your time, your feedback and for living in this great community.

Sincerely,

A handwritten signature in black ink that reads "Ken Sissom". The signature is fluid and cursive.

Ken Sissom
Mayor



2015 City of Merriam Community Survey

Thank you for taking time to complete this important survey. City leaders will use your input to help set community priorities so that tax dollars are spent wisely. When you are finished, please return your completed survey in the postage-paid envelope provided. Please contact Christy Playter at 322-5507 with questions.

1. **Overall Perception** - Some items that may influence your perception of the City of Merriam are listed below. Please rate each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of City Services	5	4	3	2	1	9
B.	Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
C.	Overall image of the city	5	4	3	2	1	9
D.	How well the city is planning new development and redevelopment	5	4	3	2	1	9
E.	Maintenance and preservation of downtown Merriam	5	4	3	2	1	9
F.	Overall quality of life in Merriam	5	4	3	2	1	9

2. **Public Safety** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of local police protection	5	4	3	2	1	9
B.	The visibility of police in neighborhoods	5	4	3	2	1	9
C.	The visibility of police in retail areas	5	4	3	2	1	9
D.	The City's overall efforts to prevent crime	5	4	3	2	1	9
E.	Your overall feeling of safety in your neighborhood	5	4	3	2	1	9
F.	Enforcement of local traffic laws	5	4	3	2	1	9
G.	Quality of animal control	5	4	3	2	1	9
H.	Overall quality of public interaction with the police department	5	4	3	2	1	9
I.	Overall quality of local fire protection	5	4	3	2	1	9
J.	The City's overall efforts to prevent fires	5	4	3	2	1	9
K.	How quickly public safety personnel responded to emergencies	5	4	3	2	1	9

3. Which THREE of the public safety items do you think should receive the MOST EMPHASIS from City leaders over the next two years? [Write in the letters below using the letters from the list in Question 2 above.]

1st: ____ 2nd: ____ 3rd: ____

4. **Perceptions of Safety** - Using a scale of 1 to 5 where 5 is "Very Safe" and 1 is "Very Unsafe", please rate how safe you feel in the following situations:

How safe do you feel:		Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
A.	In your neighborhood during the day	5	4	3	2	1	9
B.	In your neighborhood at night	5	4	3	2	1	9
C.	In City parks and recreation facilities	5	4	3	2	1	9
D.	In commercial and retail areas in the City	5	4	3	2	1	9
E.	Overall condition of housing in your neighborhood	5	4	3	2	1	9

5. **Parks and Recreation** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5, where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Maintenance of City parks	5	4	3	2	1	9
B.	The number of City parks	5	4	3	2	1	9
C.	Walking and biking trails in the City	5	4	3	2	1	9
D.	Park amenities (picnic tables, shelters, playgrounds, sports fields/courts, etc).	5	4	3	2	1	9
E.	Merriam Farmers' Market at the Merriam Marketplace	5	4	3	2	1	9
F.	Merriam Aquatic Center	5	4	3	2	1	9
G.	Fitness Center at the Irene B. French Community Center	5	4	3	2	1	9
H.	Youth recreational programs offered	5	4	3	2	1	9
I.	Adult recreational programs offered	5	4	3	2	1	9
J.	Senior recreational programs offered	5	4	3	2	1	9
K.	Arts and culture programs	5	4	3	2	1	9
L.	Other City recreational programs and special events	5	4	3	2	1	9
M.	Ease of registering for programs	5	4	3	2	1	9
N.	Fees charged for recreational programs	5	4	3	2	1	9

6. Which THREE of the parks and recreation items listed above do you think should receive the MOST EMPHASIS from City leaders over the next two years? [Write in the letters below using the letters from the list in Question 5 above.]

1st: _____ 2nd: _____ 3rd: _____

7. **Code Enforcement** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Enforcing the clean up of litter and debris	5	4	3	2	1	9
B.	Enforcing the mowing and trimming of residential property	5	4	3	2	1	9
C.	Enforcing the mowing and trimming of commercial property	5	4	3	2	1	9
D.	Enforcing the maintenance of residential property in your neighborhood	5	4	3	2	1	9
E.	Enforcing the maintenance of commercial property in your neighborhood	5	4	3	2	1	9
F.	Enforcing the maintenance of rental properties in your neighborhood	5	4	3	2	1	9
G.	Enforcing sign regulations	5	4	3	2	1	9

8. Which THREE of the code enforcement items do you think should receive the MOST EMPHASIS from City leaders over the next two years? [Write in the letters below using the letters from the list in Question 7 above.]

1st: ____ 2nd: ____ 3rd: ____

9. **City Maintenance** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Maintenance of major city streets	5	4	3	2	1	9
B.	Maintenance of neighborhood streets	5	4	3	2	1	9
C.	Maintenance of curbs and sidewalks	5	4	3	2	1	9
D.	Maintenance of traffic signals/signs	5	4	3	2	1	9
E.	Adequacy of city street lighting	5	4	3	2	1	9
F.	Maintenance of city buildings, such as City Hall	5	4	3	2	1	9
G.	Snow removal on City streets	5	4	3	2	1	9
H.	Mowing and trimming along city streets, parks, and other public areas	5	4	3	2	1	9
I.	Overall cleanliness of City streets and other public areas	5	4	3	2	1	9
J.	Overall flow of traffic and congestion management in Merriam	5	4	3	2	1	9
K.	Quality and timeliness of street rebuilding	5	4	3	2	1	9
L.	Maintenance of stormwater drainage system	5	4	3	2	1	9
M.	Merriam's large-item pickup program	5	4	3	2	1	9

10. Which THREE of the city maintenance items do you think should receive the MOST EMPHASIS from City leaders over the next two years? [Write in the letters below using the letters from the list in Question 9 above.]

1st: ____ 2nd: ____ 3rd: ____

11. **Leadership** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of leadership provided by the City's elected officials	5	4	3	2	1	9
B.	Overall effectiveness of the City manager and appointed staff	5	4	3	2	1	9
C.	Overall accessibility of city leaders	5	4	3	2	1	9
D.	Overall responsiveness of city leaders	5	4	3	2	1	9

12. **Communication** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	The availability of information about city programs and services	5	4	3	2	1	9
B.	The city's efforts to keep you informed about local issues	5	4	3	2	1	9
C.	The level of public involvement in local decision making	5	4	3	2	1	9
D.	The quality of the city's web page	5	4	3	2	1	9
E.	The quality of the city's newsletter/parks and recreation brochure	5	4	3	2	1	9

13. Which of the following are your primary sources of information about city issues, services, and events? (Check all that apply.)

- | | |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> (1) City newsletter/recreation guide | <input type="checkbox"/> (5) City website |
| <input type="checkbox"/> (2) The Kansas City Star | <input type="checkbox"/> (6) Social Media (<i>Facebook, Twitter, YouTube, Google+</i>) |
| <input type="checkbox"/> (3) Television news | <input type="checkbox"/> (7) Other: _____ |
| <input type="checkbox"/> (4) Radio | |

14. Have you called, e-mailed or visited the City with a question, problem, or complaint during the past year?

- (1) Yes [answer question 15a-e] (2) No [go to question 16]

15a. [Only if YES to question 14] How easy was it to contact the person you needed to reach?

- | | |
|---------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> (1) Very difficult | <input type="checkbox"/> (4) Very easy |
| <input type="checkbox"/> (2) Difficult | <input type="checkbox"/> (5) Don't know |
| <input type="checkbox"/> (3) Somewhat easy | |

15b-e. [Only if YES to question 14] Several factors that may influence your perception of the quality of customer service you received from city employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always", and 1 means "Never".

Behavior of Employees:		Always	Usually	Sometimes	Seldom	Never	Don't Know
B.	They were courteous and polite	5	4	3	2	1	9
C.	They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
D.	They did what they said they would do in a timely manner	5	4	3	2	1	9
E.	They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

The Merriam Community Center and Municipal Pool are aging and recently both facilities have cost a lot of money in repairs. Experts have recommended a variety of additional repairs to the pool and we have serious questions about the Community Center. Based on this limited information please answer the following questions:

16. Have you used the pool or the Community Center in the last two years?
 (a) Pool: ___ (1) Yes ___ (2) No (b) Community Center: ___ (1) Yes ___ (2) No

17. Was your impression of the facilities positive?
 (a) Pool: ___ (1) Yes ___ (2) No (b) Community Center: ___ (1) Yes ___ (2) No

18. Should the City contemplate significant upgrades or potential replacements for the facilities?
 ___ (1) Yes ___ (2) No

19. Is it important for Merriam to continue supporting a Community Center? ___ (1) Yes ___ (2) No

20. Is it important for Merriam to continue supporting a municipal pool? ___ (1) Yes ___ (2) No

21. Approximately how many years have you lived in the City of Merriam? _____ Years

22. How many persons in your household (counting yourself), are in each of the following age groups?

_____ Under age 5	_____ Ages 20-24	_____ Ages 55-64
_____ Ages 5-9	_____ Ages 25-34	_____ Ages 65-74
_____ Ages 10-14	_____ Ages 35-44	_____ Ages 75+
_____ Ages 15-19	_____ Ages 45-54	

23. How many persons in your household are employed in each of the following:

- A. Within the City limits of Merriam _____
- B. Outside Merriam, but within Johnson County _____
- C. Outside of Johnson County, but within the Kansas City metro area _____
- D. Outside the Kansas City metro area _____

24. What is your gender? ___ (1) Male ___ (2) Female

This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed postage paid envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having difficulties with City services. If your address is not correct, please provide the correct information. Thanks.

Contract for Services and Scope of Work

Between ETC Institute and the City of Prairie Village, Kansas

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a citizen survey for the City of Prairie Village, Kansas. The survey will be administered during the winter and spring of 2018.
2. **Maximum fixed fee.** The total fee for the project is \$15,000 to design and administer the survey, and for the final report and presentation.
3. **ETC Institute's responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
 - ✓ finalizing the methodology for administering the survey based on input from the City.
 - ✓ designing a survey instrument that is up to 15 minutes in length (up to 6 pages).
 - ✓ selecting a random sample of households to be surveyed
 - ✓ setting up the database
 - ✓ completing 400 surveys by a combination of mail, online and phone (ETC Institute's costs include all labor, postage and printing associated with the administration of the survey). The results of a random sample of 400 completed surveys will have a precision of at least +/-5% at the 95% level of confidence.
 - ✓ conducting data entry and quality control review for all completed surveys
 - ✓ conducting benchmarking analysis that shows how the results for Prairie Village compare to other comparable cities.
 - ✓ conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.
 - ✓ completing a final report that will include an executive summary, charts and graphs, GIS mapping, benchmarking analysis, importance-satisfaction analysis, tables showing the results to all questions on the survey, and a copy of the survey instrument.
 - ✓ Making two on-site visits to the City; one for the kick-off meeting to begin the project, and another to present the survey results to the City.

4. Responsibilities for the City of Prairie Village will include the following:
 - ✓ approving the survey instrument
 - ✓ providing a cover letter for the mail version of the survey
 - ✓ providing GIS shapefiles that show the boundaries of the City

ARTICLE II: PAYMENT FOR SERVICES

1. Invoices will be submitted throughout the duration of the project, for a total project fee of \$15,000.

ARTICLE III: MISCELLANEOUS PROVISIONS

1. Change in Scope. The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. Termination of Contract. This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This agreement may also be terminated by the City upon 3 days written notice for any reason. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.
3. Rights to Use the Data. ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results for the City of Prairie Village without written approval from the City.

_____, City of Prairie Village, _____

Date: _____

Greg Emas, ETC Institute, CFO

Date: _____

ETC Institute takes reasonable steps to protect survey response data and personal data regarding respondents. Survey Owner has received and reviewed a current copy of the ETC Institute Privacy Policy and understands and acknowledges its terms.



CITY CLERK DEPARTMENT

Council Committee Meeting Date: December 18, 2017

Council Meeting Date: December 18, 2017

COU2017- 53 Consider Ordinance Revision

RECOMMENDATION

RECOMMEND THE GOVERNING BODY ADOPT AN ORDINANCE 2373 AMENDING SECTION 1-203, ENTITLED "SAME; MEETINGS" OF CHAPTER 1 ENTITLED "ADMINISTRATION" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS

BACKGROUND

At the December 4th Council meeting the City Attorney was directed to prepare an ordinance revision that would address the process for the cancellation of a meeting or change in meeting date from the established first and third Monday of the month. During the meeting suggested language was presented that has been incorporated into the proposed ordinance.

The word "ordinarily" was added after shall to provide flexibility if it was necessary to change a meeting from the established meeting dates. Section (d) was added to address the process to be followed for the cancellation of change of a meeting.

Council Action Requested Same Evening

ATTACHMENTS

Proposed Code Revision
Ordinance 2373

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: December 12, 2017

AN ORDINANCE AMENDING SECTION 1-203 ENTITLED "SAME; MEETINGS" OF CHAPTER I ENTITLED "ADMINISTRATION" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS

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

Section 1-203 of Article 2, Chapter I of the Code of the City of Prairie Village, Kansas is hereby amended to read as follows:

1-203. SAME; MEETINGS. (a) Regular meetings of the governing body shall ordinarily be held on the 1st and 3rd Mondays of each month at 7:30 p.m. In the event the regular meeting day shall fall on any legal holiday or any day observed as a holiday by the city offices, the governing body shall ordinarily fix the succeeding day not observed as a holiday as a meeting day.

(b) Special meetings may be called by the mayor or acting mayor, on the written request of any three members of the council, specifying the object and purpose of such meeting, which request shall be read at a meeting and entered at length on the journal.

(c) Regular or special meetings of the governing body may be adjourned for the completion of its business at such subsequent time and place as the governing body shall determine in its motion to adjourn.

(d) The governing body may cancel or modify any ordinarily-established meetings by motion and approval by a majority of a quorum at any regularly scheduled or special meeting. Notwithstanding the foregoing, the mayor (and, in the absence of the mayor, the president of the council), after consulting with the city administrator, shall be authorized to cancel a meeting and make a temporary change in a meeting date when such actions are reasonably necessary due to reasons of health, safety, or welfare, or the known inability to obtain a quorum. Appropriate notice of such cancellation or change in meeting date shall be provided to the public and council members.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2017.

APPROVED:

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO LEGAL FORM:

Catherine P. Logan, City Attorney

AN ORDINANCE AMENDING SECTION 1-203 ENTITLED "SAME; MEETINGS" OF CHAPTER I ENTITLED "ADMINISTRATION" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS

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

Section 1-203 of Article 2, Chapter I of the Code of the City of Prairie Village, Kansas is hereby amended to read as follows:

1-203. SAME; MEETINGS. (a) Regular meetings of the governing body shall ordinarily be held on the 1st and 3rd Mondays of each month at 7:30 p.m. In the event the regular meeting day shall fall on any legal holiday or any day observed as a holiday by the city offices, the governing body shall ordinarily fix the succeeding day not observed as a holiday as a meeting day.

(b) Special meetings may be called by the mayor or acting mayor, on the written request of any three members of the council, specifying the object and purpose of such meeting, which request shall be read at a meeting and entered at length on the journal.

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PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2017.

APPROVED:

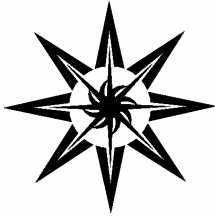
Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO LEGAL FORM:

Catherine P. Logan, City Attorney



CODES ADMINISTRATION

Council Committee Date: December 18, 2017

Overview of the 2017 Exterior Grant Program

BACKGROUND

In 2008, the Exterior Grant Program was funded to encourage homeowners within designated improvement boundaries to invest in their home's appearance. Each year, City Staff prepares an annual report for the Governing Body that outlines how grants were awarded as a reimbursement for construction costs and/or material costs for exterior remodeling to enhance front curb appeal, and consideration for program amendments. This program has been funded through the Economic Development fund and \$50,000 has been allocated on an annual basis. The following eligibility criteria were discussed and approved for the 2017 program:

- Changing from a "designated area" on the map to the appraised value not to exceed \$175,000. All areas of the City meeting this criteria would become eligible regardless of location. This would increase the number of eligible homes from 3,398 to 3,769 - net total of 371 homes.
- Lowering the minimum construction cost amount from \$5,000 to \$2,500 so code violations are more likely to be addressed.
- New residential construction would no longer be eligible. It should be noted that Staff does not believe a grant was ever issued for new home construction.

Brief overview of 2017 program results:

- 28 Grants awarded totaling \$42,211.85
- Total homeowner investment: \$237,392.28
- Average grant award: \$1,507.57
- Average total construction cost: \$9,985.86
- 9 Projects completed outside of previously used eligibility areas.
- 9 Projects completed below previously used \$5,000 minimum construction cost threshold.
- 2 Code violations corrected.

Discussion for 2018 program:

- Should Johnson County appraised value standard for eligibility be raised beyond current \$175,000 mark? Appraised home valuations went up by an average of 12 percent in 2017 which translates to fewer individuals being eligible to participate in the future.

ATTACHMENTS

2017 Exterior Grant Presentation

PREPARED BY

Dan Hanover

Graduate Intern

Date: December 14, 2017



2017 Exterior Grant Program

City of Prairie Village

Overview

- ▶ Grants reimburse 20% of total project cost.
- ▶ Awards range from \$500 to \$2,500 depending on total project cost
- ▶ Funds come from the Economic Development Fund.
- ▶ Projects must be on the list of eligible improvements, must abide by the municipal code, and may require a building permit.



Eligibility

- ▶ No longer using eligibility areas
- ▶ Johnson County appraised value cannot exceed \$175,000
- ▶ Repairs must total at least \$2,500
 - ▶ Previous threshold was \$5,000
- ▶ Property must be owner-occupied. Or, if the property is a rental property, the rental license must have been in place for the previous 365 days prior to approval



Eligible Improvements

- ▶ Roof
- ▶ Masonry
- ▶ Additions
- ▶ Windows
- ▶ Foundation repair
- ▶ Exterior paint/siding
- ▶ Awnings, Shutters, Gutters
- ▶ Concrete work – sidewalk, stoop, driveway
- ▶ Doors (front & garage) – Fencing and decks (front facing)

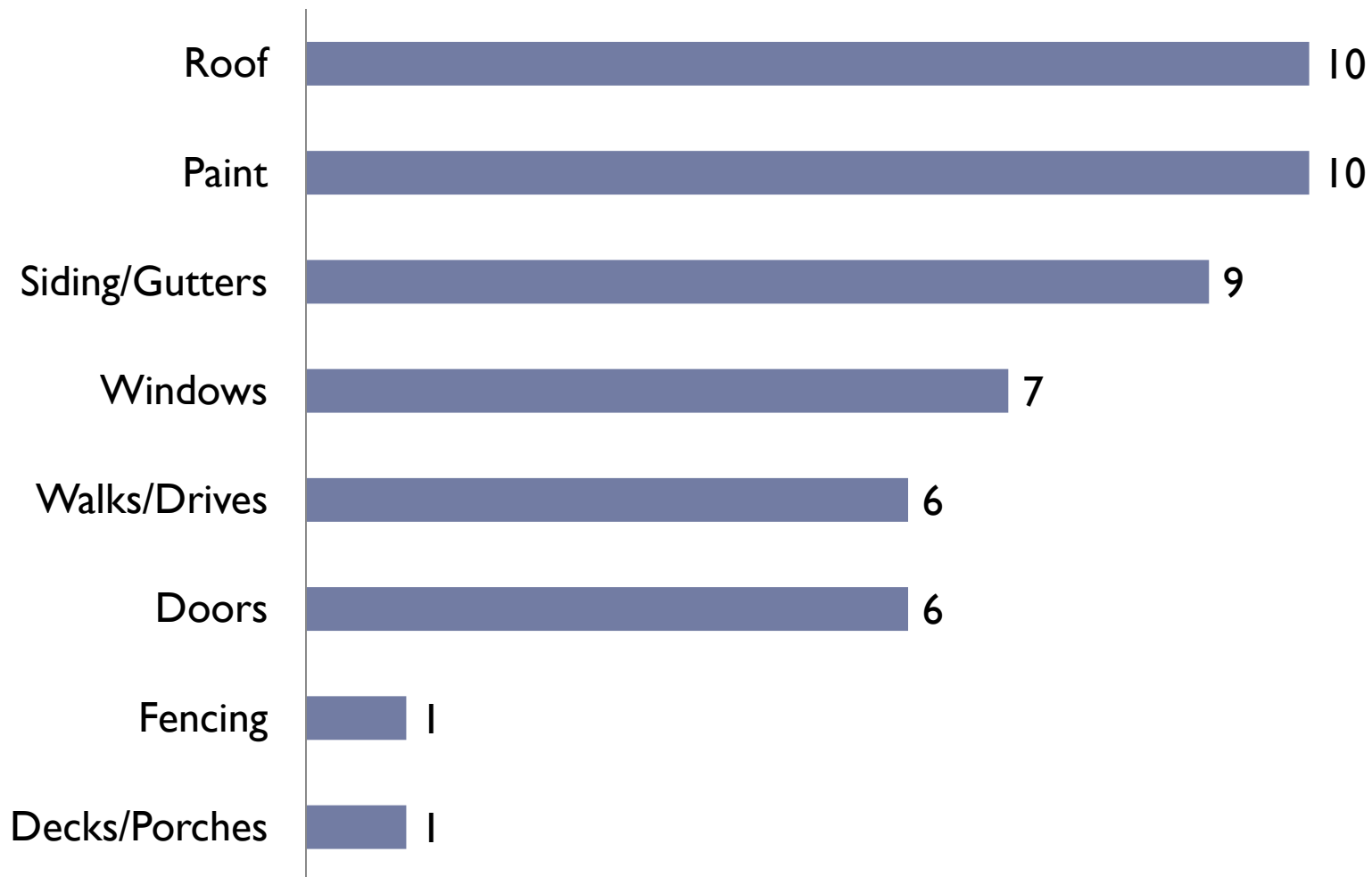


Items Not Eligible for Reimbursement

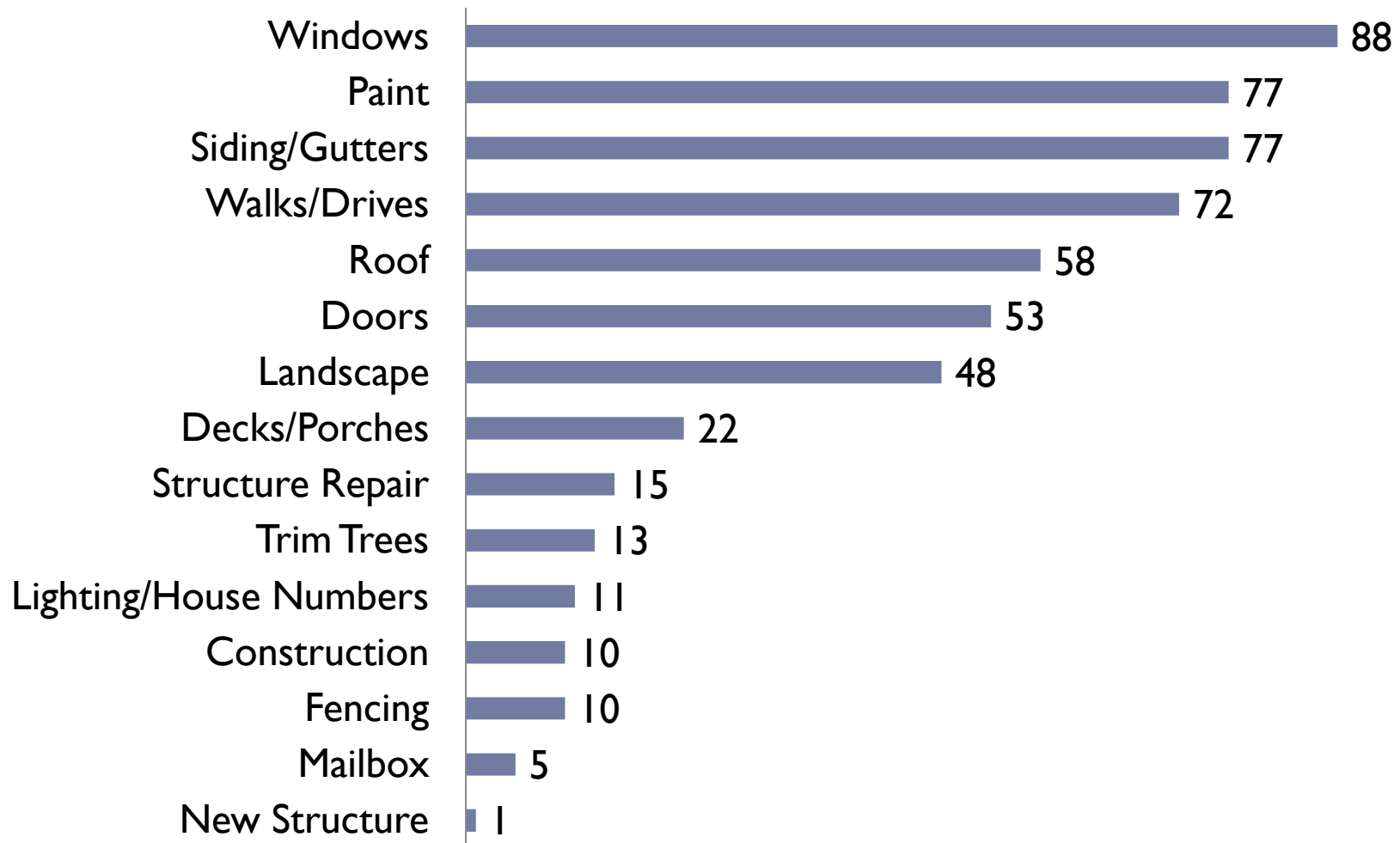
- ▶ Items for reimbursement cannot include:
 - ▶ Ladders
 - ▶ Construction tools
 - ▶ Decks, and Fencing (unless front facing)
 - ▶ Material or parts for interior house improvement



2017 Projects by Category

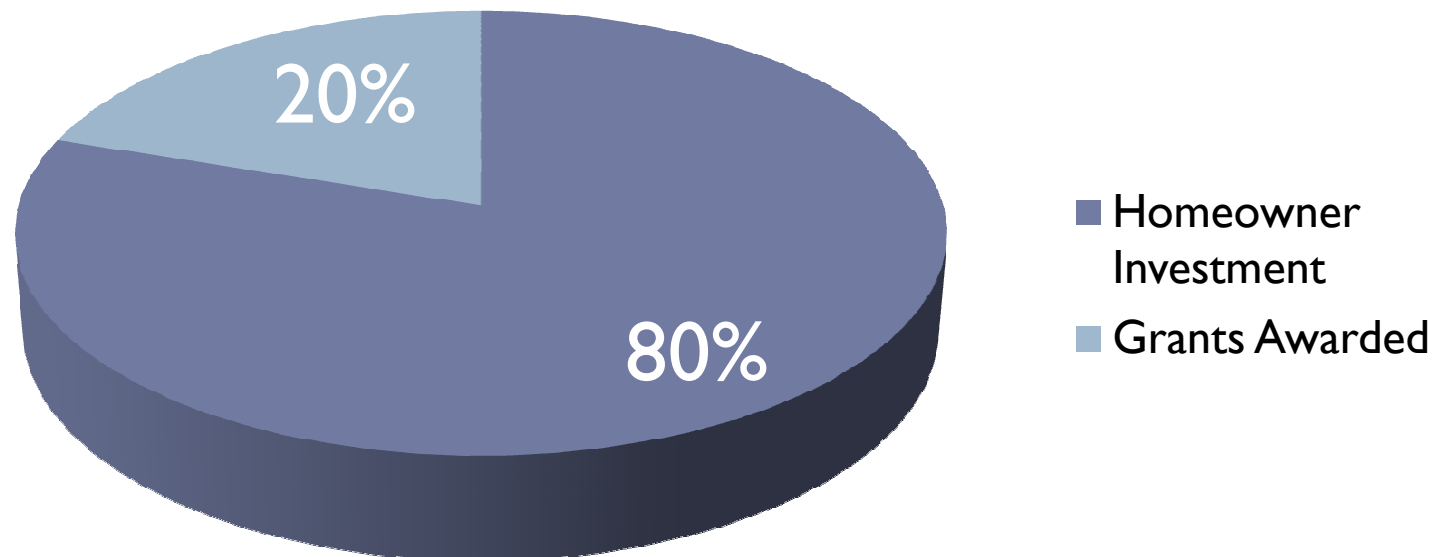


Improvements 2008-2017



Value of Improvements 2017

- ▶ Total Grants Awarded by City: \$42,211.85
- ▶ Total Homeowner Investment: \$237,392.28
- ▶ Total Investment: \$279,604.13
- ▶ Total Grants Awarded: 28

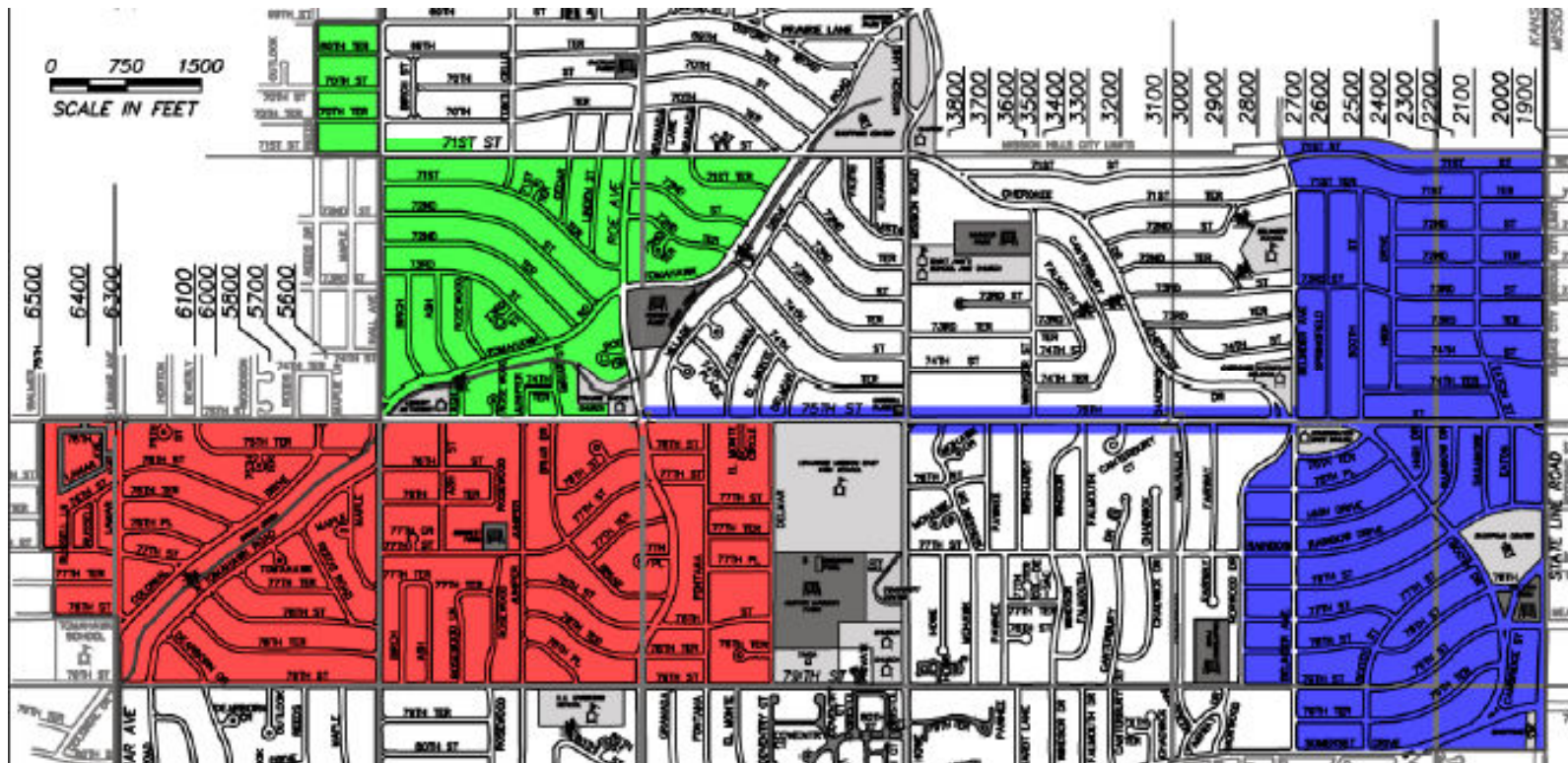


Summary

- ▶ 25 Owner Occupied Homes
- ▶ 3 Rental Homes
- ▶ Average grant award: \$1,507.57
- ▶ Average total project cost: \$9,985.86
- ▶ Code violations corrected: 2
- ▶ 12 Properties were originally placed on the waitlist
 - ▶ 10 eventually received grants



Previous Eligibility Areas



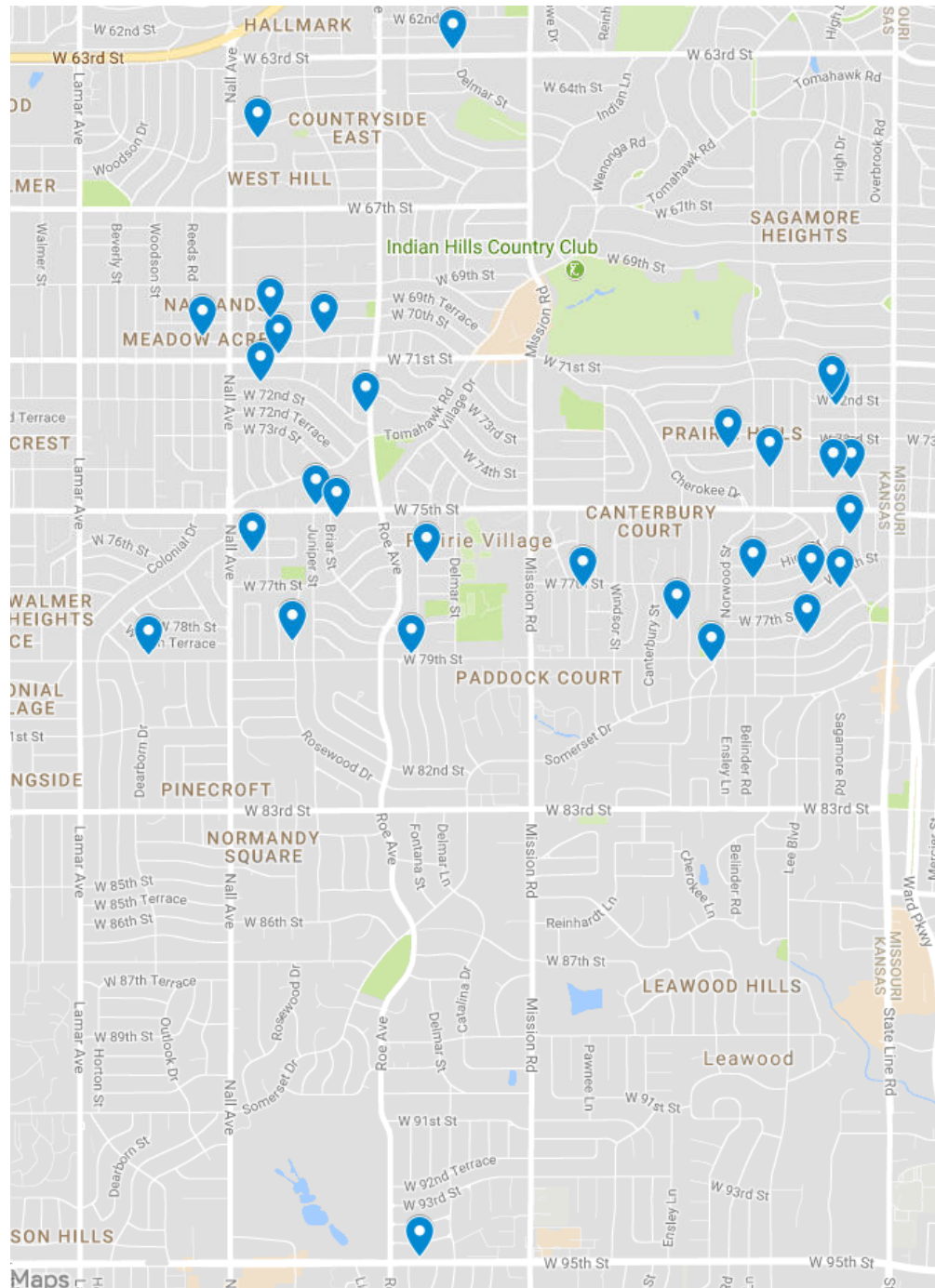
Area 1

Area 2

Area 3

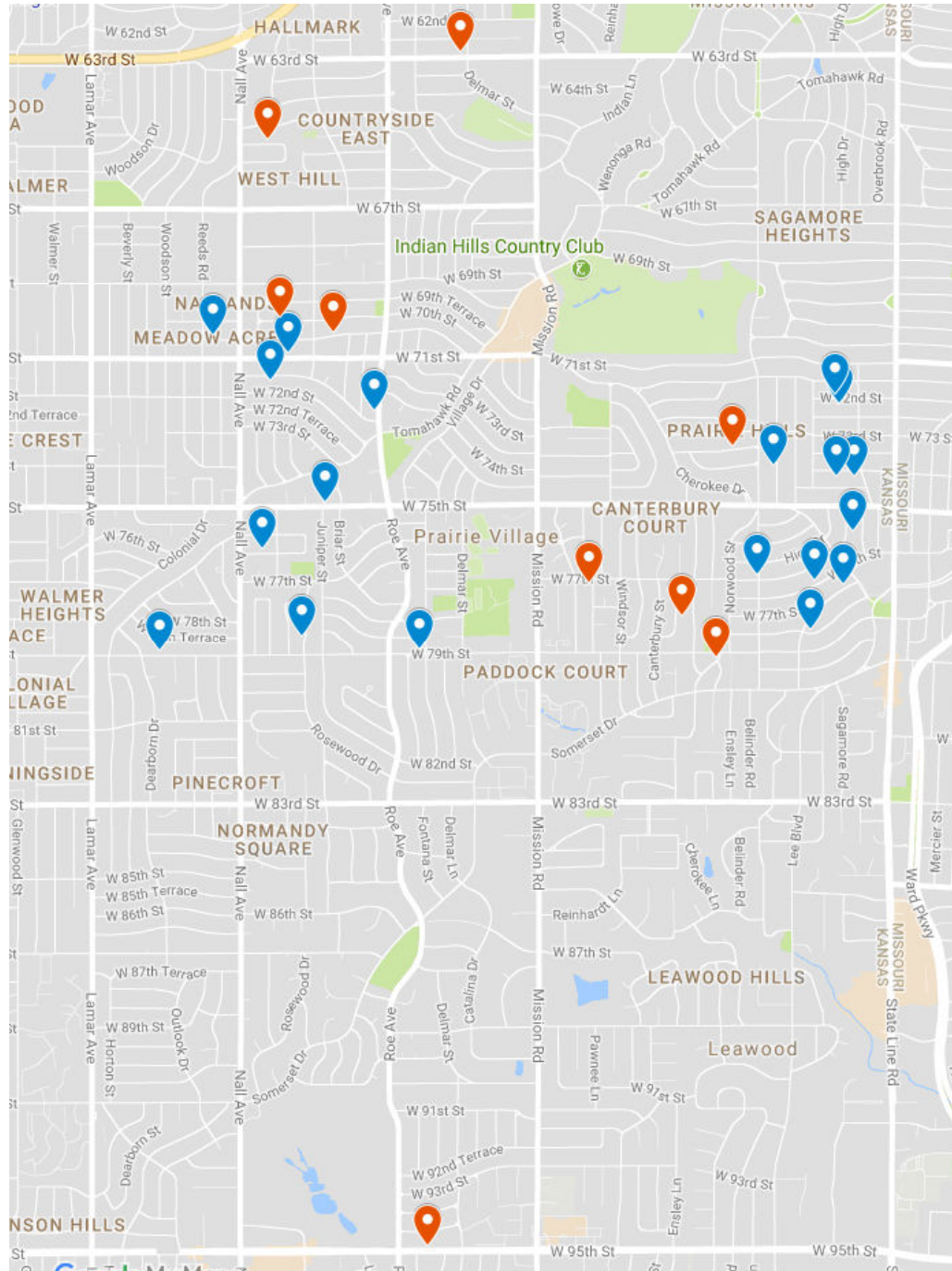


All 2017 Participants



Red – Outside of previous eligibility areas

Blue – Inside previous eligibility areas



Successes

▶ BEFORE



Successes

▶ AFTER



- New Siding
 - New Shutters
-



Successes

▶ BEFORE



Successes

▶ AFTER



- New Siding
-



Successes

▶ BEFORE



Successes

▶ AFTER

•New Driveway



Program Results 2008-2017

YEAR	AWARDED	OWNER	TOTAL
2008	\$32,772	\$185,479	\$218,251
2009	\$42,984	\$235,657	\$278,641
2010	\$40,727	\$257,418	\$298,145
2011	\$34,320	\$149,808	\$184,128
2012	\$39,252	\$233,957	\$273,209
2013	\$46,208	\$295,858	\$342,066
2014	\$33,219	\$209,121	\$242,360
2015	\$44,768	\$237,941	\$282,768
2016	\$35,949	\$198,066	\$234,015
2017	\$42,211	\$237,392	\$279,604
TOTAL	\$392,410	\$2,240,697	\$2,587,598

Questions Moving Forward

- ▶ Should appraised value standard be raised?

Property Value	Quantity
<= \$175,000	2,733
<= \$200,000	3,997
<= \$225,000	5,103





ADMINISTRATION

Council Committee Date: December 18, 2017

Discussion on Prairie Village Pool Operations

BACKGROUND

The City of Prairie Village has continually struggled to hire enough lifeguards to staff the pool, particularly toward the end of the season when school starts. This problem forces the City to close pools, which has resulted in a number of citizen complaints.

Knowing that this is a local and national issue that will likely continue, staff has worked with the Parks & Recreation Committee to devise strategies to assist with the lifeguard shortage. A number of items are planned for the 2018 season, including: raising starting pay for lifeguards and assistant managers, expanding the role of the pool manager, completing (re)certifications in-house, and more.

One recommendation from the Parks & Recreation Committee and staff is to update pool hours. Prairie Village is currently open longer than any municipal pool in the SuperPass program. Additionally, our complex requires many more guards due to its size and layout. The Parks & Recreation Committee unanimously approved updating operating hours to:

- Go to an eight-hour work day during Regular Hours
- Close at 6:00 PM on Sundays
- Close by 7:30 PM, M-F during Reduced Hours

Pool operating hours are in Council policy (CP509) and require Council approval.

FUNDING

N/A

ATTACHMENTS

N/A

PREPARED BY

Alley Williams

Assistant to the City Administrator

Date: December 14, 2017

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 18, 2017
7:30 PM**

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **INTRODUCTION OF STUDENTS & SCOUTS**

V. **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

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 the regular city council meeting minutes- December 4th, 2017
2. Approve Civil Service Commission Reappointments
3. Approve Claims Ordinance 2961

By Committee

4. Approve amendment to the security license ordinance
5. Approve construction contract for the 2017 Park Project

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2017-52 Consider approval of an agreement with ETC Institute for a citizen survey
- COU2017-53 Consider approval of Ordinance 2373 amending section 1-203, entitled "Same; Meetings"

VIII. **MAYOR'S REPORT**

IX. **STAFF REPORTS**

X. **OLD BUSINESS**

XI. NEW BUSINESS

XII. ANNOUNCEMENTS

XIII. 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 385-4616, 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

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE**

December 4, 2017

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 4, 2017 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Laura Wassmer called the meeting to order and roll call was taken with the following Council members present: Chad Herring, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff present: Tim Schwartzkopf, Chief of Police; Captain Myron Ward; Keith Bredehoeft, Public Works Director; Melissa Prenger, Senior Project Manager, Public Works; David Waters , for the City Attorney; Wes Jordan, City Administrator; Jamie Robichaud, Assistant City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk. Teen Council member present: Luke Hafner

INTRODUCTION OF STUDENTS & SCOUTS

Mayor Wassmer welcomed boy scouts from Troops 98 and 199 attending for their communications badge and a boy scout from Troop 284 earning his citizenship badge. Also present were four students from Shawnee Mission North and a student from Shawnee Mission West attending for their government class.

PUBLIC PARTICIPATION

J. D. Kinney, Chairman of the JazzFest Committee, presented a brief report and update on the committee. The 2017 festival was very successful with great weather, a huge crowd and excellent talent. The 2018 budget has been set and all committee positions are filled.

Mr. Kinney noted it costs approximately \$50,000 for the event. For the past few years, the committee has been fortunate, with the support of the city and proceeds of the previous year's event, to begin the new year with a balance of \$20,000 to \$25,000. Over the course of the year an additional \$20,000 to \$25,000 is raised from the business community through sponsorships and donations. The day of the event another \$20,000 is raised by the support of the community attending the event. This leaves the committee on a firm foundation with sufficient funds to cover all expenses in case of bad weather impacting the event and crowd. He was pleased to report that the committee has a firm footing both organizationally and financially and thanked the City for their support to make that possible.

Brooke Morehead noted that a founding member of the JazzFest Committee, Dan Andersen, has left the committee. She expressed thanks for Dan's leadership, labor and skill in setting up the event over the past eight years. She also thanked JD for his leadership the past three years.

Mayor Wassmer echoed her thanks to JD and the committee and staff for making this highly recognized community event happen.

With no one else present to address the City Council, public participation was closed.

CONSENT AGENDA

Sheila Myers asked for the removal of item #7, “approval of the 2018 Information Technology Agreement with Johnson County”. Terrence Gallagher asked for the removal of #9, “approval of contract for portable toilets”.

Mrs. Myers noted that the city recently hired two in-house information technology employees to provide support to city employees and questioned why a \$40,000+ contract was needed. Captain Myron Ward responded that the 2018 budget has \$65,000 for technology services. At this point in time, the city is not ready to break ties with Johnson County Technology Department. They provide server maintenance, WFI access and security services. Staff is working toward being able to discontinue outside support in 2019.

Terrence Gallagher asked why the portable toilet services contract did not go out to bid. Keith Bredehoeft replied that the contract was advertised for bids but no one submitted a bid. Staff then contacted the current service provided and negotiated with them to continue for another three years at the same cost.

Jori Nelson moved for the approval of the Consent Agenda for Monday, December 4, 2017 as presented:

1. Approval of the regular City Council meeting minutes - November 6, 2017
2. Approval of the Special City Council meeting minutes - November 6, 2017
3. Approval of Claims Ordinance #2960
4. Approval of the issuance of Cereal Malt Beverage Licenses for 2018 to:
 - Four B Corp - Hen House 22 located at 4050 West 83rd Street
 - Four B Corp - Hen House 28 located at 6950 Mission Road
 - Hy-Vee, Inc. - Store located at 7620 State Line Road
 - Walgreen Company - Store #13032 located at 4016 West 95th Street
 - Rimann Liquors of Prairie Village located at 3917 Prairie Lane
 - Minit Mart located at 9440 Mission Road
5. Approval of the agreement with Berberich, Trahan & Company, P.A. to audit the City's 2017 Financial Statements
6. Adoption of Resolution 2017-04 approving the 2018 salary ranges

7. Approval of the 2018 Information Technology Services Agreement with Johnson County DTI at a cost of \$45,620
8. Adoption of Resolution 2017-03 approving the Prairie Village Arts Council Monthly Artist Receptions in 2018 as Special Events promoting the Arts to allow the serving of free wine
9. Approval of contract for Portable Toilet Services with Madden Rental for 2018, 2019 and 2020
10. Approval of contract for Pest Control Services with Lawrence Pest Control for 2018, 2019 and 2020
11. Approval of contract for HVAC Services with O'Dell Service Company for 2018, 2019 and 2020
12. Approval of contract for Fire Extinguisher Service with 451 Protection for 2018, 2019 and 2020

A roll call vote was taken with the following members voting "aye": Herring, Nelson, Schermoly, Noll, Mikkelson, Wang, Myers, Morehead, Runion, McFadden, Odell and Gallagher.

COMMITTEE REPORTS

Council Committee of the Whole

COU2017-48 Consider 2018 contribution allocation recommended by United Community Services for Human Service Fund Grants

Sheila Myers moved the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2018 Human Service Fund Recommendation Report and approve a contribution of \$7,600 to United Community Services. The motion was seconded by Jori Nelson and passed unanimously.

COU2017-49 Consider approval of the 2018 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for 2018 Alcohol Tax Funds

Ted Odell moved the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$40,000 from the

2018 Parks & Community Programs budget. The motion was seconded by Sheila Myers and passed unanimously.

MAYOR'S REPORT

Mayor Wassmer noted that it has been a busy time with her attending several community events on behalf of the city including the Village Square Focus Group, Lathrop & Gage open house, Northeast Johnson County Mayor's meeting, Kansas City Christian School expansion neighborhood meeting and other events. She also met with the new Shawnee Mission School District Board Chairman and with the incoming Mayor for Roeland Park and anticipates good things occurring when they take office. She thanked the Prairie Village Foundation and city staff for their work on the annual Mayor's Holiday Tree Lighting ceremony and Gingerbread House event.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf announced the upcoming "Coffee with a Cop" on Friday, December 8th from 7 to 9 a.m. at Einstein's in the Village.
- Chief reported on the "Village Video Cooperative" initiative headed by Captain Roberson which has identified area home owners with video security that can be used by the department in their investigation of crimes in the area.
- Chief Schwartzkopf congratulated Captain Myron Ward on his recent completion of the KU Certified Public Manager Program and Patrol School.
- Capt. Ward provided an update on the live-streaming project for the council chambers announcing that the contract for services with Box4 is being reviewed by the city attorney and they hope to have installation complete by the next city council meeting.
- Chad Herring stated that he recently completed a ride-along with a new patrol officer and was very impressed with the professionalism of the department.

Public Works

- Keith Bredehoeft announced two upcoming neighborhood meetings - one on a traffic calming project on 67th Street and the proposed street changes for 69th Street
- The bike advisory committee will meet next week to review the recommendation, the report will then go to the Park Committee and to the City Council

- Last Tuesday the request for proposals for the demolition of the church at 67th Street was published and mailed out
- Staff is currently reviewing RFQ's for Park Consultant and will conduct interviews soon.
- Delmar/Fontana consultant contract is in its final stages.

Administration

- Lisa Santa Maria requested that any 2017 receipts for reimbursement be submitted as soon as possible.
- 2019 budget discussions will begin after the first of the year.
- Alley Porter reported that under the statutory contract ten city statues were cleaned including "The Prairie Boy".
- Three RFP's were received for the citizen survey and are being reviewed. A recommendation will be made at the next Council meeting.
- Jamie Robichaud did not have anything to report, but stated that she was glad to be in her new position with the City. Mayor Wassmer congratulated Jamie on her recent marriage.
- Wes Jordan announced that effective December 31st the city will not be able to restrict concealed carry in municipal buildings. The city can still restrict open carry. New signage will be placed.
- Council members should have received a request for availability for the annual council retreat. The dates being considered are the last to Saturdays in January and the first two Saturdays in February. The location and format have not been determined and he welcomed any suggestions or input from council members on what they want discussed and if they want a team building activity.
- Council committee requests will be sent out to council members this week with the assignments to begin in February.
- Committee appointments/reappointments were delayed to February with the new election cycle. Staff will meet with committee chairs and liaisons to discuss committee members with expiring terms and potential new appointments.

Brooke Morehead noted that council members have been receiving volunteer applications and asked what happened when applications were received. Mr. Jordan responded that the City Clerk acknowledges receipt of the application to the volunteer; the applications are then forwarded to the city staff member supporting committees that the applicant was interested in joining. Staff and the committee chair review the applications if an opening is available. Mrs. Morehead asked what the status was of the committee on committees. Mr. Mikkelson stated he felt the committee had completed their work with their recommendation to the Council. Mr. Jordan stated that he felt some

of the recommendations regarding committees could be improved, such as a clearer description of the role of the committee. Mayor Wassmer stated that staff will call another meeting of the committee.

Consideration of Ordinance Revision

Wes Jordan opened the floor for continued discussion from the earlier committee meeting of the proposed ordinance addressing the required meeting on the second Monday in January for the swearing in of newly elected officials. Ted Odell stated that he would like to see the two issues discussed separately with independent action taken on the proposed ordinance and on the suggested amendments to address cancelling of a meeting.

Terrence Gallagher asked why swearing in couldn't be done at the first meeting. David Waters responded the city's code currently says that it shall take place on the second Monday following the first Tuesday of the month.

Mayor Wassmer stated the options available to the City were to move the January 2nd Council meeting to January 8th, to hold a special meeting on January 8th or to adopt the proposed ordinance revision and have the newly elected officials come to City Hall and be sworn in by the City Clerk with recognition at the January 16th meeting.

David Waters replied the council needs to move its meeting date or change the current code by adopting the proposed ordinance. Ms. Nelson stated she supports having a meeting on January 8th which would allow the city to also address other business.

Eric Mikkelson asked if outgoing Council members attended the meeting. Mr. Jordan responded that previously, the outgoing Council members attended the

committee meeting and were in place at the Council meeting until the new elected officials were sworn in and took their place at the dais.

Mr. Mikkelson stated that he felt the language suggested at the earlier committee meeting to address this issue was excellent and suggested that perhaps language could also be added giving the Mayor the ability to cancel meetings in the case of an emergency and the governing body the ability to cancel meetings under normal conditions.

Chad Herring supports having elected officials sworn in by the City Clerk on January 8th and formally recognized at the following council meeting. He feels there should be language added to address the cancellation of meetings noting the need for flexibility.

Terrence Gallagher agreed with Mr. Herring and moved that the city council have newly elected officials be sworn in by the City Clerk on January 8th and adopt the proposed ordinance removing the requirement for a special meeting on January 8th. The motion was seconded by Brooke Morehead.

Eric Mikkelson confirmed that only section 1-203 of the municipal code was being amended. Mr. Waters stated the action is to adopt the ordinance revision as proposed. Serena Schermoly questioned if this could be done as it was not on the agenda. Wes Jordan stated that the agenda was amended earlier in the day and republished to include this item.

A roll call vote was taken with the following members voting "aye": Herring, Nelson, Schermoly, Noll, Mikkelson, Wang, Myers, Morehead, Runion, McFadden, Odell and Gallagher.

Dan Runion stated that cancelling a meeting is an extraordinary event and he would like to see such action require more than a simple majority.

David Waters recommended that an ordinance be drafted to address the cancellation of a meeting based on the discussion and suggestions of the city council. Mr. Odell agreed with Mr. Waters and stated that he would like to see drafted language before taking action. Mr. Mikkelson suggested that Mr. Herring's language be used and the proposed ordinance be brought by for council action at the next meeting.

OLD BUSINESS

Discussion related to request from Prairie Baptist Church to repair the failed slope adjacent to their parking lot next to Brush Creek

Keith Bredehoeft provided a brief historical background on activities in this area since the construction of the church parking lot in 1961 including two city drainage projects. In 2013, the slope adjacent to the Prairie Baptist parking lot and next to Brush Creek experienced a slope failure. The earthen slope and part of the asphalt parking lot failed and slid down the slope. Mr. Bredehoeft performed the initial analysis of this issue and found it to be a property maintenance issue and not the responsibility of the City. Prairie Baptist members did not agree with the results of Mr. Bredehoeft's study and addressed the council in 2016 and council requested further analysis by Public Works.

To get a fresh perspective Mr. Bredehoeft asked Senior Project Manager Melissa Prenger to conduct a new analysis of the failed slope adjacent to the Prairie Baptist Church parking lot located next to Brush Creek. In her analysis Mrs. Prenger reviewed aerials from 1941 and 2017, surveys of the land from 1961 and 1991 (submitted by the Church with a building permit request for expansion of their facility) and data from the 1978 and 1997 storm drainage projects completed by the City in this area.

The 1978 Project realigned brush creek from its natural channel in the vicinity of the slide and pushed it further away from the church property. The floor of the channel was raised approximately two feet with a concrete floor and gabion sidewalls were added. The channel was pushed about 25' to the north, away from the church property tying into the steep slope with a 20:1 flat slope. The result is the new centerline of the channel is 40' from the original steep slope. The 1997 Project addressed flooding issues by widening the creek bed with all of the work done within the 1978 fill area.

Ms. Prenger provided the following history:

- **1961 - Parking lot constructed by the Church**
- **1978 - City Channel project moved the channel further north on the west end**
- **1992 - Survey of the property done in conjunction with building expansion**
- **1997 - City Channel project widened the channel in the existing fill area. Did not conduct any work on the hillside during this project. Project did not go up to church property or construct any slope.**

Melissa Prenger reviewed and compared the 1961 and 1991 Surveys and cross sections. These indicated that in 1961 prior to the parking lot construction the natural grade to the creek was fairly straight. In 1991, after the construction of the parking lot and before the 1997 channel project there was six feet of fill at the edge of the parking lot at one section and four feet of fill at another section. The recent PBC geotechnical report on this site stated that there is an average of eight feet of fill at the edge of the parking lot. The comparison confirms the report data and at a minimum shows a significant amount of fill was constructed at the edge of the parking lot and needed to tie into the slope along the creek. This created the 3:1, 2:1 and according to the topo 1:1 and steeper slopes.

Jori Nelson asked who put in the initial fill for the parking lot. Mrs. Prenger answered the church. Sheila Myers asked what maintenance would have prevented the

slide. Melissa Prenger replied that the 1961 slope of 1:1 feet is extremely steep and is generally not sustainable, noting that this is greater than a 45 degree angle.

Eric Mikkelson confirmed the unsustainable slope was not caused by the city. Ms. Prenger replied that if the city had lowered the channel or moved the channel toward the church property it may be the cause of steepening the slope; but it did not lower the channel and pushed the channel away from the church. Mr. Mikkelson stated that the church feels the city did something to increase the flooding.

Keith Bredehoeft responded that 20% of the rainwater coming off 75h Street heads into their parking lot. The flumes are designed to carry that level of flow. The amount of flow has not changed.

Terrence Gallagher noted that this is a large parking lot with lots of concrete/asphalt surface with a large slope. He asked who constructed the concrete at the end of the parking lot. Mr. Bredehoeft replied that was a temporary action by the property owner. No formal building or drainage permit was issued by the city.

Jori Nelson thanked public works for their thorough report.

Rev. Kathy Pickett, representing Prairie Baptist Church, thanked the Council for the opportunity to address this issue again. She thanked the city for the revision and reconstruction done on their drive noting that excess street run-off has dramatically decreased since the completion of the project. Rev. Pickett stated that she had met with Ms. Prenger to discuss the findings of her analysis which found that the clay fill used to create the parking lot that runs adjacent to the collapsing hillside was “unhappy” due to the steep slope created by the development of the parking lot in 1961 and therefore a private property issue. They do not disagree that the shifting could have played a role in the hill side failure, but disagree as to why the clay shifted.

Rev. Pickett stated that over the course of the past 57 years, there have been numerous disruptions to the original supporting hillside including at least three stages of land disruption, removal, and construction in the development of the Brush Creek Waterway and flooding improvements. When the parking lot was created, the Brush Creek Waterway Channel did not exist as it does now. A full, undisrupted hillside, trees, shrubs and other vegetation supported the parking lot and property slope to the creek bed line.

In December of 1961 when the parking lot was laid drainage easement was included at the parking lot property line/brush creek, and a sewer easement. Borings indicated that appropriate soil distribution and fill, city approved the grading and building plans were put in place. The sewer easement with the manhole originally at the end of the drive to the South is now moved to the North-West edge of the property.

With the 1978 Storm Drainage Improvement project a new permanent drainage easement was secured. The slope was cut back and supported with Gabion baskets, additional excavating was done for the placement of pipe under drain and gas lines were removed. The plans called for "Two feet earth excavation to be included from pipe wall to any projection of trench bottom or wall with 6" rock excavation and granular fill and backfill by the city.

Rev. Pickett reviewed the disruptions to the property and hillside called for on sheet 3 of the plans for the 1997 storm drainage improvements for Brush Creek - Nall Avenue to Roe Avenue.

Rev. Pickett stated that although they are reminded repeatedly that this is their private property, they have had no role in bringing about years of numerous property

disruptions and the erosion caused by 20-25 years of 20-25% of the street water flowing onto their property.

They feel the 1978 project which was to stabilize the disrupted hillside is related to the hillside collapse. In the 1978 project the property was dug back to create space and place for the Gabion baskets. The channel bed was almost doubled in width with all of this taking place before the tallest concrete wall was added. When the concrete wall was constructed, equipment again disrupted the hillside by removing the Gabion baskets, and the footing support which undermined the banking. Fill dirt was to be replaced behind that, but without proper soil testing and replacement behind and above the wall Rev. Pickett believed this caused a disruption causing the hillside collapse.

Rev. Pickett reviewed findings from an article presented by SIANAI Construction Engineering entitled "Common Causes of Slope Failure". One of those causes was steepness of slope where they stated, "Any form of slope modification, whether it be through natural means such as a stream undercutting the banks of a river or by workers removing a section of the slope's base to build roads, will impact the stability of a slope."

Another cause was Water and Drainage. During heavy rains when the soil becomes saturated and water takes the place of air between the grains of soil, the earth in slopes becomes a lot heavier. This becomes a problem when the earth is being held back by a retaining wall at its base. Specifically, if the weight of the earth behind the retaining wall exceeds the retaining wall's structural capacity, the retaining wall will buckle and collapse releasing the earth behind it in a catastrophic deluge. Water plays a significant role. The absence of vegetation and human activities can also influence the potential for mass wasting.

Rev. Pickett noted that conversations regarding the stabilization of the hillside began 14 years ago with former Director of Public Works Bob Pryzby who agreed that the site conditions should have been left in different conditions. The easement granted to the city required that the property be restored to a neat and presentable condition, this was not done.

They contacted an unnamed engineer/attorney to review the city's findings. He stated that when support ground, soil, trees, etc. are dug into and removed, at least three times with the City widening the creek bed, building wall, moving water lines without proper replacement and restoration of soil, clay, fill and other support, combined with the waste water erosion from the excess street water, anything on the land will eventually collapse. He reiterated that the City is responsible for removing the stabilizing ground/hill side supporting their property and parking lot.

Rev. Pickett asked that the City and all other responsible parties who contributed to the hillside and parking lot failure take full responsibility to stabilize, replace and fully restore the deteriorating hillside in a manner agreeable to the membership of Prairie Baptist Church. She asked that the City put in place the "Good Neighbor" agreement and provide the proper follow through. Rev. Pickett shared several pictures of the area demonstrating the deterioration over the years.

Ted Odell asked if the existing site had any storm sewer retention. Melissa Prenger responded no. There is pipe on the property that connects to the retaining wall but there is no retention on site.

Rev. Pickett had a geotechnical study conducted to provide different options for the stabilization of the parking lot. There is a growing concern that if the property is not

stabilized how the existing retaining wall would be affected. They received a quote of \$150,000 to stabilize at the point of the collapse and to stabilize the hillside.

Sheila Myers confirmed the findings of the city's analysis were that the work conducted on the channel did not cause the collapse.

Rev. Pickett stated they disagree with that finding and noted pictures showing that soil and vegetation removed in the construction had not been restored as required by the easement agreement with the City. Mrs. Myers noted the work done by the city was away from the collapsed area. The amount of work done was disruptive to the hillside, gabions were removed causing a shift in the land and later there was further disruption with the construction of the vertical wall. Rev. Pickett referred to photographs showing a stabilized parking lot prior to the city's multiple projects. The deterioration becomes more evident after 1999. The easement granted cut into the church's property driveway with new curbing turning inward.

Brooke Morehead confirmed the City did not construct the slope. Rev. Pickett stated it was a natural hillside. Melissa Prenger added that the 1961 survey of the property shows slopes of 8 to 1 and 5 to 1. Slopes of 3 to 1 or 2 to 1 exist now. In order to build the parking lot backfill had to be added. Tests revealed an average of eight feet of backfill was added. Mrs. Morehead confirmed that the Church constructed the parking lot.

Mayor Wassmer asked if this were to be constructed today, what would be required. Ms. Prenger replied that since slopes steeper than 3 to 1 were constructed a retaining wall would be required.

Mrs. Prenger added that in 1978 only erosion was addressed. The channel was not widened.

Mayor Wassmer asked if an independent engineer had reviewed the City's analysis. Rev. Pickett replied the cost was too high for them to hire an outside engineer to review the analysis and individual's they talked with state they did not want to get into a potential conflict with the City.

Eric Mikkelson asked about curb improvements made recently by the City. Keith Bredehoeft replied that in the past year the City had offered to do a couple of things including the removal of the tree and they did a new driveway entrance for the church this past year. Mr. Mikkelson confirmed that Prairie Baptist was the grantor in the easement agreement.

Chad Herring acknowledged that Prairie Baptist has been a member of this community for generations and finds this to be a difficult situation for both the city and the church. He understands the church's concern with the cost of hiring someone to analyze the City's report. He stated that this is a 60 year old steep embankment that has been modified and asked if the Church had found any historical records of the church's efforts to mitigate this situation.

Rev. Pickett stated they would have to review meeting minutes. She stated that church members that were part of the grounds committee during the construction have shared information. She noted she attempted to meet with the city four years ago, but no one responded. The retaining wall is not in the easement area. A berm was added and different attempts have been made along the way to address this along with parking lot maintenance.

Mr. Herring stated that it was difficult for him in absence of a study that provides evidence of the changes. Construction has happened over the years. He would like

some clear evidence that it had a definitive affect on the slope erosion and collapse. It is difficult to make a judgment without that information.

Eric Mikkelson stated he agreed with Mr. Herring that at this time it is difficult to make that conclusion. He noted it was stated that when earth gets heavy that retaining walls can buckle. He asked if the retaining wall installed by the City has shown any buckling. Ms. Prenger and Rev. Pickett both replied that it has not.

Terrence Gallagher asked about the statements attributed to Bob Pryzby. Keith Bredehoeft stated that he met with Mr. Pryzby and has not found any documentation to verify the statements. Mr. Gallagher stated the issue he was hearing is that the City did not make the area whole with returning it to its original condition with soil and landscaping. He stated that some building and parking lot runoff is expected and asked if a runoff calculation was done on the parking lot. Rev. Pickett responded that they were done during the original construction. Keith Bredehoeft stated that under today's regulations those would be required by the City, but he was not certain what was required in 1961.

Mr. Gallagher stated he struggles with the "good neighbor" approach. He is getting conflicting messages. He stands by the city's analysis. He asked if there was a way to address the erosion. He would feel better if he was certain that all the options along the creek side have done.

Andrew Wang stated that the Council has been asked to accept the findings of the city's analysis which was conducted by a licensed civil engineer. In all due respect to the church, he cannot find anything in conflict with the study and moved that the City Council accept the results of the Public Works Study which determined that the slope failure

adjacent to the Prairie Baptist parking lot is a property owner maintenance issue and not a responsibility of the City. The motion died for the lack of a second.

Andrew Wang moved the City Council accept the results of the Public Works Study which determined that the slope failure adjacent to the Prairie Baptist parking lot is a property owner maintenance issue and not a responsibility of the City. The motion was seconded by Chad Herring.

Eric Mikkelson stated that he would be voting in support of the motion; however, he stated that if at a future time evidence becomes available that is in conflict with the city’s analysis, the City will consider it.

The motion was voted on and passed by a vote of 10 to 2 with Dan Runion and Serena Schermoly voting in opposition.

NEW BUSINESS

Terrence Gallagher announced that former teen council member Dennis Rice has be nominated by Kevin Yoder to attend the Military Academy.

Serena Schermoly announced that 15 persons were watching the live stream of the City Council meeting.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	12/05/2017	6:30 p.m.
Planning Commission	12/05/2017	7:00 p.m.
Council Committee of the Whole	12/18/2017	6:00 p.m.
City Council	12/18/2017	7:30 p.m.

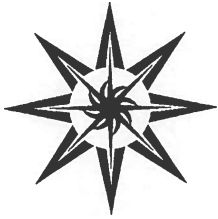
=====
The Prairie Village Arts Council is pleased to feature the work of Mid America Pastel Society in the R.G. Endres Gallery during the month of December. The artist reception will be held at 6:30 p.m. on Friday, December 8th.

Save the Date for the Annual Volunteer Appreciation event on Friday, December 8th at 6:30 p.m. at the Milburn Country Club.

ADJOURNMENT

Andrew Wang moved that the City Council meeting be adjourned. The motion was seconded by Serena Schermoly and passed unanimously. With no further business to come before the City Council the meeting was adjourned at 9:40 p.m.

Joyce Hagen Mundy
City Clerk



MAYOR

**Council Meeting Date: DECEMBER 18, 2017
CONSENT AGENDA**

Consider Reappointments to the Civil Service Commission

RECOMMENDATION

Mayor Wassmer requests Council ratification of the reappointments of Marie Ramirez, Lori Sitek and Thomas Brill to the Prairie Village Civil Service Commission for another two year term expiring in January, 2020.

BACKGROUND

Marie Ramirez was appointed to the Commission in January of 2013; Tom Brill in September of 2005 and Lori Sitek in February of 1996. These individuals bring strong backgrounds and experience to fulfill the responsibilities of the Civil Service Commission. Their volunteer applications are attached.

ATTACHMENTS

Volunteer Applications

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: December 12, 2017



City of Prairie Village APPLICATION TO VOLUNTEER

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

Name Marie L. Ramirez Spouse's Name Paul

Address [REDACTED] Zip 66208 Ward 4

Telephone: Home [REDACTED] Work [REDACTED] Fax [REDACTED]

E-mail [REDACTED] Other Number(s): _____

Business Affiliation [REDACTED]

Business Address [REDACTED]

What Committee(s) interests you? Civil Service Commission

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

As a daughter of a civil servant (my father was a Battalion Fire Chief), I have a respect for this area of service. I am the Assistant Privacy Officer for a non-profit locally-owned health insurer that believes in giving back to the community it serves. My educational background is in contract law, federal regulations that pertain to privacy rights and protecting personal information, but I have a passion for giving back to my community. This committee would be another opportunity to do that. I have been a Prairie Village resident just under 20 years. I love the community and all it has to offer and am very proud to call myself a Prairie Village resident. I participated in the Prairie Village Citizen's Police academy which gave me greater insight and appreciation of our police force. I want to be able to do my part to keep our community the great place that it is.

I volunteer through my employer for various organizations in the community such as -
= Christmas in October
= Juvenile Diabetes Research Foundation
= American Heart Association

I believe strong leadership grows through strong constituents. I would be proud and dedicated to participate as a committee member for Prairie Village, specifically on the Civil Service Commission. Thank you for your consideration.

City of Prairie Village
APPLICATION TO VOLUNTEER

V.M.D.
9:30 AM
Thursday
Jan 25

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

Name Lori Sitek

Address [REDACTED] Ward 2

Telephone: Home [REDACTED] Work NIA

Business Affiliation NIA

Business Address NIA

What Committee interests you? Civil Service Commission

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

I am new to the Prairie Village and Kansas City area and am in a position to be of help to the city. I have 5 years experience as a Human Resource professional in the areas of recruiting, employee relations and employee benefits. These skills and experience will benefit the Civil Service Committee.

Thank you

*Assistant
to Director
Interagency
Recruitment*

Intervial chair

APPOINTED 2/23/96

Thank you for your interest in serving our community.



City of Prairie Village APPLICATION TO VOLUNTEER

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

Name: Tom Brill Spouse's Name Bridget
 Address [REDACTED] Mission Hills, KS Zip 66208 Ward _____
 Telephone: Home [REDACTED] Work [REDACTED] Fax [REDACTED]
 E-mail [REDACTED] Other Number(s): _____
 Business Affiliation [REDACTED]
 Business Address [REDACTED]
 What Committee(s) interests you? _____

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

- P.V. Police Academy; City Council, Mission Hills (1999-2002) (2005-Present)
- The Children's Therapeutic Learning Center, Kansas City, Mo (Board of Directors, 1995-2001) (Chairman, 2000-2001)
- KCPT Public Television 19 (Board of Directors, 1998-2001)
- Centurions Leadership Program, Greater Kansas City Chamber of Commerce (Chairman, 1989) (Bernard Powell Award, 1995)
- Mediation training (Pepperdine University School of Law, July, 1998) (Harvard Law School 1997, 1998) (Neutral on The American Arbitration Association's National Roster of Arbitrators and Mediators, 1998-2004)

Thank you for your interest in serving our community.

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

December 18, 2017

Copy of Ordinance
2961

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
15834-15919	11/3/2017	1,107,491.66	
15920-15930	11/9/2017	99,268.11	
15931-16008	11/17/2017	267,906.16	
Payroll Expenditures			
11/9/2017		272,275.75	
11/20/2017		274,162.41	
Electronic Payments			
Electronic Pmnts			
	11/1/2017	1,819.56	
	11/3/2017	10,968.14	
	11/13/2017	5,244.90	
	11/14/2017	3,032.04	
	11/17/2017	67.20	
	11/23/2017	3,222.89	
	11/26/2017	16,995.49	
TOTAL EXPENDITURES:			2,062,454.31
Voided Checks	Check #	(Amount)	
O'Dell Service Center	15986	(771.09)	
Johnson County National	15968	(300.00)	
TOTAL VOIDED CHECKS:			(1,071.09)
GRAND TOTAL CLAIMS ORDINANCE			2,061,383.22

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

Passed this 18th day of December 2017.

Signed or Approved this 18th day of December 2017.

(SEAL)

ATTEST: *Hilday L. Weston Jr.*

City Treasurer

ATTEST: *h*

12-8-17

Finance Director



CITY CLERK DEPARTMENT

Council Committee Meeting Date: December 4, 2017
Council Meeting Date: December 18, 2017

Consider Revisions to Security License Regulations - Chapter 5 Article 4

RECOMMENDATION

Recommend the City Council approve Ordinance 2371 amending Chapter 5 entitled "Business Licenses" Article 4 entitled "Security Licenses" related to the licensing of Security Agents

BACKGROUND

The City of Prairie Village requires Security Companies providing security services within the city boundaries to secure a company license and to license all of the agents providing these services. The license is an annual license based on the calendar year. With the redevelopment and growth occurring within the city two new security companies have become licensed within the past six months: Whelan Security and Rockwell Security joining Titian Security which has been licensed since 2010. The companies are required to secure city licenses for their agents. When the city's code was initially written, both the company license and agents' licenses expired on December 31st.

Currently there are 29 licensed security agents. Seventeen of these agents were licensed after August of this year. The licensing process requires the submittal of significant documentation and background investigations to be conducted. It is the recommendation of city staff responsible for the processing of these applications that they not be renewed on a calendar year basis, but annually based on the month their initial license was issued. This is the process for almost all of the licenses issued by the city.

With the proposed implementation of this change, other language was revised to more clearly reflect the licensing requirements. The proposed deletions and new language are reflected in the attached code section.

ATTACHMENTS

Chapter 5, Article 4 of the Prairie Village Municipal Code
Proposed Ordinance

PREPARED BY

Joyce Hagen Mundy
City Clerk

November 20, 2017

- 5-404. LICENSE FEES, TERMS, EXPIRATIONS. (a) The annual fee for a security service license shall be adopted by the governing body and shall be on record in the office of the city clerk. The term of the license will be January 1st through December 31st.
- (b) Every person making application for or receiving a license for a security service within the first six months of the calendar year shall pay the full amount of the fee provided herein. If such person makes application during the last six months of the calendar year, he or she shall pay one-half the license fee for the current calendar year in which such application is made.
- (c) Application for renewal may be made 30 days prior to expiration date.
- (d) ~~Licenses expire on December 31st of each year and all such licenses shall be returned to the city clerk for destruction within 30 days after the date of expiration.~~
- (e)(d) Licenses issued under this article are not assignable or transferable.
- (f)(e) License fees are not refundable upon cancellation during a calendar year.
- (g)(f) Licenses shall automatically terminate and expire upon the cancellation, expiration, lapsing or termination of any liability insurance policy required by section 5-503.
- (Code 1973, 5.20.040; Ord. 1762, Sec. 2; Ord. 2072)

- 5-405. LICENSE REQUIREMENTS FOR AGENTS. A license holder for conducting security services within the City shall be responsible for identifying all security agents of the company providing security services on behalf of the company. The license holder shall submit to the city clerk, in writing, notification of agents and containing the information set forth below:
- (a) Agent's name, current address, one recent photograph of the agent, two applicant fingerprint cards, the date of birth and social security number of the agent, **employment verification letter stating the location of the security assignment, copy of agent's driver's license;**
- (b) All residential addresses of the agent for the five years immediately preceding the date of notification;
- (c) If the agent will carry a firearm and it is to be concealed in the course of their assigned duty, it must be in accordance with K.S.A. 75-7b17;
- (d) If the agent shall use their own vehicle in the course of serving as an agent providing security services, a description of such vehicle, including the vehicle registration number thereof and proof of liability insurance meeting the requirements of the State of Kansas attached;
- (e) The Chief of Police may, with respect to any agent, require such additional information as he or she may reasonably deem necessary;
- (f) The license holder shall be responsible for issuing an agent identification card to be carried by the agent at all times they are providing security duties within the city. The identification card shall contain a minimum of the following information:
- (1) The name of the license holder company identification;
 - (2) The full name of the agent;
 - (c) The date of birth of the agent;
 - (4) The social security number of the agent;
 - (5) A picture of the agent;
 - (6) The right thumb print of the agent;
 - (7) Identification to be signed by the registered license holder;
 - (8) The term "firearms authorized" shall be clearly stated on the face of the identification card if the license holder requires and authorizes the carrying of a non-concealed weapon in the course of employment.

(g) Uniforms clearly identifying the agent as an employee of a license holder are required. Uniforms may not be designed such that they appear to be that of a police officer for the City of Prairie Village, or any other federal, state, county, or city police department.

(Code 1973, 5.20.050; Ord. 1644; Ord. 2072)

5-406. AGENT FEES, TERMS, EXPIRATIONS. (a) The license holder shall be responsible for paying to the City a fee adopted by the Governing Body and on record in the office of the city clerk for each individual agent assigned to work within the city. **Agent fees are per calendar year, January 1st through December 31st. Agent licenses shall be issued for period of one year, provided that such licenses shall automatically expire upon the expiration or termination of the license for such agent's security service company.**

(b) When the license holder submits the notification for agent as required by section 5-405, the agent fee will be attached. Agent notification and fee payment must be made to the office of City Clerk prior to the agent performing security duties within the city.

(c) Agent renewals shall be done annually based on initial licensing month. ~~Fees will be collected regardless of the month employment begins, and will end on December 31st of the same year.~~

(d) Agent notification may be made 30 days prior to expiration date.

(e) Agent notification and fees under this article are not assignable or transferable.

(f) Agent fees are not refundable if the agent leaves license holder's employment during the calendar year.

(Code 1973, 5.20.060; Ord. 2072)

5-407. CERTIFICATION OF AGENT QUALIFICATIONS. (a) The license holder shall certify to the City that all agents working for them have been the object of a "complete and diligent background investigation" to determine if they meet the minimum requirements of the City.

(b) The license holder must certify that the agent:

(1) Is not less than 18 years of age;

(2) Is of good moral character;

(3) Has not been convicted of any criminal felony or misdemeanor violations;

(4) Has not been convicted of any crime involving illegally using, carrying or possessing a dangerous weapon;

(5) Is employed by the security company presently holding a license to operate within the City.

(Code 1973, 5.20.070; Ord. 1644; Ord. 2072)

ORDINANCE NO. 2371

AN ORDINANCE AMENDING SECTIONS 5-404 ENTITLED "LICENSE FEES, TERMS, EXPIRATIONS; 5-405 ENTITLED "LICENSE REQUIREMENTS FOR AGENTS" AND 5-406 ENTITLED "AGENT FEES, TERMS, EXPIRATIONS OF ARTICLE 4, CHAPTER 5 ENTITLED "BUSINESS REGULATIONS" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS

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

SECTION ONE:

Sections 5-404; 5-405 and 5-406 of Article 4 of Chapter 5 entitled "Business Regulations" of the Code of the City of Prairie Village, Kansas are hereby amended to read as follows:

5-404. LICENSE FEES, TERMS, EXPIRATIONS.

- (a) The annual fee for a security service license shall be adopted by the governing body and shall be on record in the office of the city clerk. The term of the license will be January 1st through December 31st.
- (b) Every person making application for or receiving a license for a security service within the first six months of the calendar year shall pay the full amount of the fee provided herein. If such person makes application during the last six months of the calendar year, he or she shall pay one-half the license fee for the current calendar year in which such application is made.
- (c) Application for renewal may be made 30 days prior to expiration date.
- (d) Licenses issued under this article are not assignable or transferable.
- (e) License fees are not refundable upon cancellation during a calendar year.
- (f) Licenses shall automatically terminate and expire upon the cancellation, expiration, lapsing or termination of any liability insurance policy required by Section 5-503.

5-405. LICENSE REQUIREMENTS FOR AGENTS. A license holder for conducting security services within the City shall be responsible for identifying all security agents of the company providing security services on behalf of the company. The license holder shall submit to the city clerk, in writing, notification of agents and containing the information set forth below:

- (a) Agent's name, current address, one recent photograph of the agent, two applicant fingerprint cards, the date of birth and social security number of the agent, employment verification letter stating the location of the security assignment, copy of agent's driver's license;
- (b) All residential addresses of the agent for the five years immediately preceding the date of notification;

- (c) If the agent will carry a firearm and it is to be concealed in the course of their assigned duty, it must be in accordance with K.S.A. 75-7b17;
- (d) If the agent shall use their own vehicle in the course of serving as an agent providing security services, a description of such vehicle, including the vehicle registration number thereof and proof of liability insurance meeting the requirements of the State of Kansas attached;
- (e) The Chief of Police may, with respect to any agent, require such additional information as he or she may reasonably deem necessary;
- (f) The license holder shall be responsible for issuing an agent identification card to be carried by the agent at all times they are providing security duties within the city. The identification card shall contain a minimum of the following information:
 - (1) The name of the license holder company identification;
 - (2) The full name of the agent;
 - (3) The date of birth of the agent;
 - (4) The social security number of the agent;
 - (5) A picture of the agent;
 - (6) The right thumb print of the agent;
 - (7) Identification to be signed by the registered license holder;
 - (8) The term "firearms authorized" shall be clearly stated on the face of the identification card if the license holder requires and authorizes the carrying of a non-concealed weapon in the course of employment.
- (g) Uniforms clearly identifying the agent as an employee of a license holder are required. Uniforms may not be designed such that they appear to be that of a police officer for the City of Prairie Village, or any other federal, state, county, or city police department.

5-406. AGENT FEES, TERMS, EXPIRATIONS.

- (a) The license holder shall be responsible for paying to the City a fee adopted by the Governing Body and on record in the office of the city clerk for each individual agent assigned to work within the city. Agent licenses shall be issued for period of one year, provided that such licenses shall automatically expire upon the expiration or termination of the license for such agent's security service company.
- (b) When the license holder submits the notification for agent as required by section 5-405, the agent fee will be attached. Agent notification and fee payment must be made to the office of City Clerk prior to the agent performing security duties within the city.
- (c) Agent renewals shall be done annually based on initial licensing month.
- (d) Agent notification may be made 30 days prior to expiration date.
- (e) Agent notification and fees under this article are not assignable or transferable.
- (f) Agent fees are not refundable if the agent leaves license holder's employment during the calendar year.

SECTION TWO:

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

PASSED AND APPROVED THIS ____ DAY OF DECEMBER, 2017.

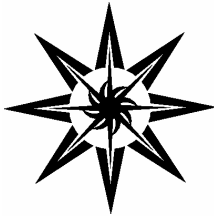
Laura Wassmer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 4, 2017

Council Meeting Date: December 18, 2017

CONSIDER CONSTRUCTION CONTRACT FOR THE 2017 PARK PROJECT

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Phillips Construction KC for the 2017 Park Project for \$145,952.98.

BACKGROUND

The 2017 Park Project is budgeted for improvements in Windsor Park and includes a new shelter, swing sets and a portion of trail. This construction will switch the location of the existing shelter and swing sets as shown in the rendering.

On October 20, 2017, the City Clerk opened bids for the project. Seven acceptable bids were received. The base bids were:

Phillips Construction KC	\$136,952.98
Primetime Contracting	\$201,752.50
Mega	\$197,840.00
Benchmark	\$208,427.78
B. Dean	\$190,043.72
Zimmerman	\$178,990.34
Genesis	\$249,136.91
Landscape Architects Estimate	\$151,013.50



The Landscape Architect has reviewed all bids, corrected for minor math errors, and has recommended award of the low bid.

The additional \$10,000 in award will be used for alternates in the contract bid to include decorative trusses in the new shelter, new trees planted on site and installation of picnic tables.

FUNDING SOURCES

The funding is available in the 2017 CIP Parks Projects.

RELATION TO VILLAGE VISION

2. I. Enhancing Parks and Open Space

CFS2.b. Enhance parks for active and passive recreation through capital improvements such as landscaping, tree and flower planting, shelters picnic facilities, athletic fields, etc.

ATTACHMENTS

1. Construction Agreement with Phillips Construction KC

PREPARED BY

Melissa Prenger, Senior Project Manager

November 30, 2017

**CONSTRUCTION CONTRACT
FOR
PROJECT

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
PHILLIPS CONSTRUCTION KC LLC**

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and PHILLIPS CONSTRUCTION KC LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project **Prairie Village Parks - 2017 Improvement Project** , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

WHEREAS, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

WHEREAS, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment , materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

WHEREAS, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City’s agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

ADVERSE WEATHER shall have the meaning set forth in Section 9.3 hereof.

APPLICATION FOR PAYMENT shall mean a written request for compensation for Work performed on forms approved by the City.

BID shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

BID DOCUMENTS shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

BID PROPOSAL shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

BIDDER shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

BONDS shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

CERTIFICATE FOR PAYMENT shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

CHANGE ORDER is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

CITY shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

CONTRACT or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be

carried out and the Project shall be constructed fully in accordance with the Contract Documents.

CONTRACT PRICE shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

CONTRACT TIME shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

CONTRACTOR shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

DEFECTIVE WORK shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

FIELD ORDER shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

FINAL ACCEPTANCE shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

GENERAL CONDITIONS shall mean the provisions in the document titled "General Conditions - General Construction Provisions" attached hereto and incorporation herein by reference.

INSPECTOR shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

NOTICE TO PROCEED shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

PAY ESTIMATE NO. ____ or FINAL PAY ESTIMATE shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

PLANS shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

PROJECT shall mean the Project identified in the first paragraph hereof.

PROJECT MANAGER shall mean the person appointed by the Public Works Director for this Contract.

PROJECT MANUAL shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

PROJECT SEGMENTS shall have the meaning set forth in Section 7.1 hereof.

PUBLIC WORKS DIRECTOR shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

SHOP DRAWINGS shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

SPECIAL CONDITIONS shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

SUBCONTRACTOR shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

TOTAL COMPLETION shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

TOTAL PROJECT WORK shall have the meaning set forth in Section 7.1 hereof.

UNIT PRICE WORK shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

UNUSUALLY SEVERE WEATHER shall have the meaning set forth in Section 9.4 hereof.

WORK shall mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

WORK SCHEDULE shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words “as ordered,” “as directed”, “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ENTIRE AGREEMENT:

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of ONE HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED FIFTY TWO AND 98/100 **DOLLARS (\$_145,952.98)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.
- 5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

- 6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.
- 6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.
- 6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.
- 6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided

in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
 - The Contract Price has been reduced by Written Amendment or Change Order,
 - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.

- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as “**Total Project Work**”) and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as “**Project Segments**.” A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule (“**Work Schedule**”) setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facie Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

9. ADVERSE WEATHER:

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.

9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.

- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.

- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims,

- security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
 - Claims of third parties against the City or the City's property;
 - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

- Evidence that the Work will not be completed in the time required for substantial or final completion;
 - Persistent failure to carry out the Work in accordance with the Contract;
 - Damage to the City or a third party to whom the City is, or may be, liable;
 - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.
- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.

- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected

against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

- Is authorized to do business in the State of Kansas;
- Carries a Best's policy holder rating of A- or better; and
- Carries at least a Class VIII financial rating, or
- Is a company mutually agreed upon by the City and Contractor.

15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

- A. Cover all subcontractor's in its insurance policies, or
- B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance

security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

"**The Contractor**" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and "**Loss**" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under

- this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS**18.1** The Contractor agrees that:

- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- C. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- D. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- E. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- F. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES [THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.

19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.

20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the

Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing

in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work

- being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

(typed company name)

By: _____
(signed)

By: _____
(signed)

Laura Wassmer

(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

(typed address)

Prairie Village, Kansas 66208

(typed city, state, zip)

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

COUNCIL COMMITTEE OF THE WHOLE
December 4, 2017

The Council Committee of the Whole met on Monday, December 4, 2017 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Jori Nelson with the following members present: Mayor Laura Wassmer, Chad Herring, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Captain Myron Ward; Keith Bredehoeft; Public Works Director; Melissa Prenger, Senior Project Manager; David Waters for the City Attorney; Wes Jordan, City Administrator; Jamie Robichaud, Assistant City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk. Teen Council member present: Luke Hafner.

First Washington Annual Update

Wes Jordan introduced Michelle Pitsenberger and Greg Zike with First Washington to provide their annual update on activities at the Prairie Village and Corinth Square Shopping Centers. During 2017 the following capital investments and improvements took place:

Corinth North - Cedar staining of all wood & Hen House roof structure
The Village Shops - Tomahawk Trail Improvements
Public Art Piece Installation
New roof for Einstein's building
Ongoing large scale maintenance - including sealcoat/re-stripping of Parking lots, brick and stucco repairs, trash enclosure and concrete/sidewalk maintenance.

The shopping centers were pleased to host several community engagements over the past year including JazzFest, VillageFest, State of the Arts, Mayor's Holiday Tree Lighting. Events at Corinth Square included KU Kick-off, Lupus Walk, Trick or Treating and Holiday Open House Events. Events at the Prairie Village Shops included the Prairie Village Art Fair, Lancer Day Parade, SMMC Light the Town Pink, Trick or Treating and Holiday Open House Events.

Michelle Pitsenberger was pleased to report the upcoming dedication of the public art piece at the Prairie Village Shops on December 15th. The Jacob Burmood sculpture is a contemporary sculpture silver in color with smooth surfaces projecting fluidity and motion. The cold-cast aluminum sculpture is placed on a concrete pedestal just north of Hen House.

Greg Zike announced the following new leases and renewals at the Village Shops: RSVP in the Village; The better Cheddar; Health House; Kristin Malfer & Associates and Athletico Physical Therapy. New leases and renewals at the Corinth Square Center include: Social Suppers, Hudson/Hawk; Sopra; Land of Paws; Jewelry Arts and the Prairie Village Animal Hospital. He noted the tenant mix in regard to local businesses vs. large business and franchisee is unchanged from when they purchased the center.

Looking ahead into 2018 roof evaluations and replacements will continue. They will be exploring a partnership with the City for EVE car charging station installations and possible redevelopment of Corinth Square South. Mayor Wassmer asked the status of neighborhood meetings to provide residents an opportunity to comment on the proposed plans. Mr. Zike replied that they are currently re-evaluating the plans and do not have exact dates for the neighborhood meetings.

Eric Mikkelson thanked First Washington for the public art piece in the Prairie Village Shops and for their support and their community engagement. Ted Odell echoed Mr. Mikkelson's comments thanking them for the recent Mayor's Holiday Tree Lighting event held at Corinth South and their financial support of city events. Mr. Zike acknowledged the work of property manager Michelle Pitsenberger in the coordination of community events.

COU2017-48 United Community Services (UCS) presentation and consider approval of the 2018 contribution allocation recommended by UCS for Human Service Fund Grants

Wes Jordan stated that action on the contributions to United Community Services has generally been done on the Consent Agenda. However, when their representative approached him regarding making a presentation, he felt with the number of new council representatives an overview and explanation of the program would be beneficial.

Marya Schott, United Community Services Community Initiatives Director, provided a brief history and introduction to this City-County partnership serving the needs of Johnson County residents who live with income at or near the federal poverty level. The Human Services Fund supports basic needs, work and income support, health and wellness as well as personal safety. The program is supported by the County and almost all Johnson County cities with total 2018 contributions of \$359,175. In 2018, the fund will support fifteen different nonprofit organizations operating human service safety net programs to residents in need. Applications for funding are reviewed by a committee consisting of the UCS Board and Community Representatives.

The Council was provided with list of the recommended agencies and the services they provide along with the recommended contribution by Prairie Village. The city's requested contribution for 2018 is \$7,600.

Chad Herring asked how the review committee was established and what criteria were followed in the selection process for grants. Mrs. Schott replied that the primary makeup of the committee is UCS Board members, who are volunteers. The two community representatives are also volunteers who have expressed an interest in joining the board. Staff sends out applications to request for funding to identified agencies, both past recipients and newly identified groups. The submitted requests are reviewed by the committee with the use of a score sheet that looks at such things as budget, leadership, programs offered and services provided. After review by the committee recommendations go to the cities for final action.

Brooke Morehead noted that Mission Hills and Fairway do not participate. Mrs. Schott replied that there are four area cities that do not participate: Mission Hills, Fairway, Westwood and Westwood Hills. She noted that they are asked to participate. Mrs.

Morehead asked what percentage comes back to Prairie Village. Mrs. Schott reported that last year 1,000 Prairie Village residents were provided services through the grants.

Eric Mikkelson made the following motion, which was seconded by Sheila Myers and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE RECOMMENDATIONS
OF THE UCS GRANT REVIEW COMMITTEE CONTAINED IN THE
2018 HUMAN SERVICE FUND RECOMMENDATION REPORT AND
APPROVE A CONTRIBUTION TO UNITED COMMUNITY SERVICES
OF JOHNSON COUNTY IN THE AMOUNT OF \$7,600**

**COUNCIL ACTION TAKEN
12/04/2017**

**COU2017-49 United Community Services (UCS) presentation and consider approval
of the 2018 contribution allocation recommended by UCS for Alcohol Tax Funds**

Marya Schott, United Community Services Community Initiatives Director, provided a brief history and introduction to this 37 year old Drug and Alcoholism Council which makes recommendations to jurisdictions for the allocation of local alcohol taxes to alcohol and drug abuse education, prevention and treatment programs that serve Johnson County residents. Nine cities have been involved in the program since 1981 with nearly 71,000 residents participating in supported programs. In 2016, 70,825 residents benefited from alcohol tax fund supported programs and services. These funds are received from the state excise tax on liquor sold by the drink with state statutes requiring a portion of the tax to be returned to the jurisdiction where it was generated.

Ms. Schott reported that in 2018, \$801,022 in grant requests were made from sixteen agencies providing education, prevention and intervention with \$791,022 in grants recommended. Nine agencies providing treatment and recovery services requested \$1,249,406 in funds with \$1,171,050 in funding recommended. She noted this is \$230,000 more than was available in 2017.

State statutes require that one-third of the revenue derived from a state excise tax on liquor sold by the drink be used for alcohol or drug prevention or rehabilitation programs. The Drug and Alcoholism Council of Johnson County has formed a grant review process that provides a structured and accountable system that allows organizations, through one application, access to funds from multiple jurisdictions. Together, Johnson County Government and nine cities committed \$2,061,072 for the 2018 Alcohol Tax Fund.

The DAC makes recommendations to cities for the expenditure of these funds. The process is very similar to that used for the service funds. She introduced Emily Meissen-Sebelius, Prairie Village's representative on the Drug and Alcohol Council. The City has the ultimate authority and responsibility for determining the allocation of the City's portion of the Alcohol Tax Fund. Information on the agencies requesting funding and their programs was provided to the Council. Funding is included in the city's 2018 Parks and Community Programs budget.

Courtney McFadden noted that the Blue Valley School District requested \$55,175 to provide services to 13,764 participants while the Shawnee Mission School District requested \$27,000 to provide services to 1,566 students. She asked if Mrs. Schott could address this difference. Mrs. Schott replied agencies may offer drug programs that are not funded by alcohol tax funds but through budgeted funds. Emily Meissen-Sebelius stated that some programs/services are offered to the entire district. Shawnee Mission School District takes a more targeted approach for a specific need.

Brooke Morehead asked why the administrative costs for the human service grant funds were \$25,000 but the DAC administrative costs were \$99,000. Mrs. Schott explained that more staff time is involved in the DAC program with coordination with cities, monitoring of grants, quarterly network meetings, monthly DAC board meetings and work with the mental health center. Mrs. Morehead asked how many staff were employed. Mrs. Schott replied there are five fulltime staff positions.

Chad Herring stated he was pleased to see non-discrimination clause for Fund Services Grant. He believes it is important for these services to be offered free of discrimination. He asked if this was also true of the DAC funds. Mrs. Schott stated it was and added that by-laws and 990's are also required and reviewed for DAC participants.

Sheila Myers noted that Johnson County Mental Health Program receives significant funding and asked if it was also receiving county funds. Mrs. Schott responded that she believed that it was. Mrs. Myers asked what percentage of their budget is covered by DAC funds. Mrs. Schott replied she did not have that information but would provide it to Mr. Jordan to forward to the Council.

Eric Mikkelson made the following motion, which was seconded by Andrew Wang and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE RECOMMENDATIONS-
ATIONS OF THE DRUG AND ALCOHOLISM COUNCIL OF
JOHNSON COUNTY CONTAINED IN THE UNITED COMMUNITY
SERVICES FUND RECOMMENDATIONS REPORT AND APPROVE
A CONTRIBUTION TO UCS OF \$40,000 FROM THE 2018 PARKS
& COMMUNITY PROGRAMS BUDGET**

**COUNCIL ACTION TAKEN
12/04/2017**

Drone Ordinance Discussion

David Waters, attorney with Lathrop & Gage, presented an overview of current federal regulations and actions taken by other cities as well as case law relating to drones. He noted that, this area of law can be highly technical and constantly changing. Information from other cities on this issue is limited. In many ways, the regulation of drones (unmanned aircraft systems/UAS) is preempted by the regulations of the Federal Aviation Administration. To the extent there is a conflict between what the FAA allows, and the City might try to regulate, the FAA regulations will override the City's.

Currently, the FAA allows for recreation or hobby drones so long as the operators:

- Fly for hobby or recreational purposes only;

- Follow a community-based set of safety guidelines;
- Fly the UAS within visual line-of-sight;
- Give way to manned aircraft;
- Provide prior notification to the airport and air traffic control tower, if one is present, when flying within 5 miles of the airport; and
- Fly UAS that weigh no more than 55 pounds unless certified by a community-based organization.

Recent case law out of Massachusetts, the City of Newton passed an ordinance that banned drones that are operated:

- At an altitude below 400 feet over private property without the express permission of the property owner;
- Beyond the visual line of sight of the operator;
- In a manner that interferes with any manned aircraft;
- At **any** altitude over city property without prior permission; or
- To conduct surveillance or invade any place where a person has a reasonable expectation of privacy.

The federal district court struck down the ordinance's regulations on altitude, and line of sight, determining that those areas were preempted by the FA. They did leave in place parts of the ordinance regarding reckless operation, conducting surveillance where people have a reasonable expectation of privacy and using drones to harass, annoy or create public nuisances.

Mission Hills is the only northeast Johnson County city to adopt an ordinance restricting the use of drones within city limits. The Mission Hills ordinance prohibits drones from being flown over public property and limits all flights within the city to an altitude of 400 feet. Mr. Waters does not believe that these regulations would pass if challenged in court.

He noted that cities likely have the ability to restrict drone use as it pertains to criminal statutes that are already in place. A city could probably regulate drones in a way that would be related to the city's traditional police powers; such things as protecting privacy and stopping reckless behavior.

Mr. Waters noted that private citizens and homeowners may have their own rights as to drone operators. Depending on the situation homeowners may be able to protect their property from intrusion by a drone with actions for private trespass, nuisance, stalking and harassment or breach of privacy.

Mr. Waters noted that the FAA is putting out resources on how local municipalities can work with them to enforce FAA regulations. Mr. Waters asked for direction from the Council and how they wished to proceed.

Terrence Gallagher noted in the FAA's regulations for licensing they require operators to carry insurance coverage and asked if the city could do this to cover potential safety/damage issues. Mr. Waters replied that he didn't know and noted this was for commercial operators and the city is talking about recreational use. Mr. Gallagher noted that camera type units are restricted under the FAA, but questioned a recreational user

to attach an i-phone as a camera. Mr. Waters replied the FAA has regulations on attachments and that he was not sure the city could do anything above the FAA regulations.

Ted Odell stated his concerns were privacy and safety concerns. He feels it is difficult to distinguish between professional/commercial vs. recreational.

Jori Nelson noted that SB319 expanded the definition of unmanned aerial vehicles. She added that the National League of Cities has produced a report on "Cities and Drones - What Cities need to Know about Unmanned Aerial Vehicles" and suggested that this information would be helpful in formulating actions. Ms. Nelson stated that the City of Wichita has a drone ordinance. Mr. Waters replied that he would review the document.

Eric Mikkelson thanked Mr. Waters for his presentation. He feels the city needs to address the issues of privacy and safety. He recommends looking at the NLC document, what other cities are doing and at existing regulations vs. creating new regulations. He feels the city needs to be proactive and get ahead of this.

Courtney McFadden noted that this is still an emerging technology which the laws have not yet addressed. There has not been special legislation enacted for hobbyists that fly remote controlled helicopters. Why should legislation be enacted to regulate drones. She would be more comfortable waiting to see what other cities across the country pass before writing a new ordinance that could "invite legal action".

Terrence Gallagher felt the Council needs to address where the city can to protect residents and yet not violate individual's rights.

Chad Herring agrees that the issues are privacy and safety. He understands the comparison to helicopters, but noted that these are more widespread with the ability to attach additional technology to the units.

Andrew Wang expressed concern that some of the things council is considering would not meet the "reasonable person standard" if challenged. He noted there are not regulations against flying kites near power lines or regulations against hitting a baseball into a crowd.

Jori Nelson stated that privacy and safety are her primary concern and shared an experience she had with a drone.

Dan Runion did not believe that putting additional regulations on the books will change outcomes and noted the difficulty of enforcement of those regulations.

Serena Schermoly noted that she serves on the NLC transportation committee and it was her understanding that the FFA has control any time an UAS leaves the ground. She asked the Chief Schwartzkopf if, other than the JazzFest event, there have been any issues in the city. Chief responded that there have not. He went on the express departments concerns related to 4th amendment issues and their ability to enforce regulations on private property. He understands the Council's safety concerns with an apparatus falling from the sky. The police department is relying on FAA regulations.

Mrs. Schermoly asked if a drone from next door took a picture into her window could it be prosecuted as a peeping tom violation. Mr. Waters replied possibly. Chief Schwartzkopf added they would need to be able to determine criminal intent to prosecute.

Dan Runion stated he felt that the majority of the Council agrees the general direction for Mr. Waters comes down to what extent the city's existing ordinances or state statute address this issue focusing on the safety and privacy issues.

Jori Nelson requested that Mr. Waters review the NLC report on "Cities and Drones".

Eric Mikkelson agreed there was a consensus that the council wanted to address safety and privacy. The question is if anything new is needed or is the city covered under existing ordinances elsewhere in the code. If there are gaps, what language would he recommend to cover those gaps.

Eric Mikkelson moved to direct David Waters to further research actions of other cities, the city's existing codes and to come back with recommendations for language to be added to address privacy and safety concerns with unmanned aerial vehicles that are not currently addressed by code. The motion was seconded by Andrew Wang and passed with Mrs. Morehead voting in opposition.

COU2017-50 Consider amendments to the Security License Ordinance

The City of Prairie Village requires Security Companies providing security services within the city boundaries to secure a company license and to license all of the agents providing these services. The license is an annual license based on the calendar year. With the redevelopment and growth occurring within the city two new security companies have become licensed within the past six months: Whelan Security and Rockwell Security joining Titan Security which has been licensed since 2010. The companies are required to secure city licenses for their agents. When the city's code was initially written, both the company license and agents' licenses expired on December 31st.

Currently there are 29 licensed security agents. Seventeen of these agents were licensed after August of this year. The licensing process requires the submittal of significant documentation and background investigations to be conducted. It is the recommendation of city staff responsible for the processing of these applications that they not be renewed on a calendar year basis, but annually based on the month their initial license was issued. This is the process followed for most other licenses issued by the city.

Joyce Hagen Mundy stated the proposed changes have the agent's annual licenses renewing one year from the date of issuance. If the security company with which they are employed, does not renew their company license, the agent's licenses are automatically terminated. Under license requirements, the city now requires agents to bring an employment verification letter stating the location of the security assignment to verify that they will be working in Prairie Village. These are generally changes to administrative processes; however, as they are stated in the code, code amendment is required to make them.

Ted Odell made the following motion, which was seconded by Terrence Gallagher and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE ORDINANCE 2372
AMENDING CHAPTER 5 ENTITLED "BUSINESS LICENSES"
ARTICLE 4 ENTITLED "SECURITY LICENSES" RELATED
TO THE LICENSING OF SECURITY AGENTS
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2017-51 Consider approval of construction contract for the 2017 Park Project

Melissa Prenger stated the 2017 Park Project is budgeted for improvements in Windsor Park and includes a new shelter, swing sets and a portion of trail. This construction will switch the location of the existing shelter and swing sets.

On October 20, 2017, the City Clerk opened bids for the project. The following seven bids were received:

Phillips Construction KC	\$136,952.98
Primetime Contracting	\$201,752.50
Mega	\$197,840.00
Benchmark	\$208,427.78
B. Dean	\$190,043.72
Zimmerman	\$178,990.34
Genesis	\$249,136.91
Landscape Architects Estimate	\$151,013.50

The Landscape Architect has reviewed all bids, corrected for minor math errors, and has recommended award of the low bid. Although this is a new contractor for the City of Prairie Village, they have done work in Overland Park and for Johnson County Park & Recreation.

The additional \$10,000 in award will be used for alternates in the contract bid to include decorative trusses in the new shelter, new trees planted on site and installation of picnic tables. Funding is available in the 2017 CIP Parks Projects budget.

Terrence Gallagher made the following motion, which was seconded by Ted Odell and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN THE
CONSTRUCTION CONTRACT WITH PHILLIPS CONSTRUCTION, KC
FOR THE 2017 PARKS PROJECT IN THE AMOUNT OF \$145,952.98
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2017-52 Consider Ordinance Revisions

Wes Jordan stated the when the election cycle was changed last year, the city adopted the language proposed by the League of Municipalities which requires a meeting on the

second Monday in January following the certification of the results of the election for newly elected officials to take office. The proposed revision removes that mandate and returns the code to its previous language. If approved, the city will not be required to hold a special City Council meeting on January 8th or move the regularly scheduled meeting on the first Monday to the 2nd Monday in January for newly elected city officials to take office.

Staff has explored how other cities are addressing this requirement when their regular meeting day is not the second Monday of the month. Instead of holding a special meeting or changing their regular meeting date, some cities are having newly elected officials come to City Hall and have the City Clerk administer the oath of office.

Ted Odell stated that he felt moving the January 2nd meeting to January 8th makes sense.

Sheila Myers suggested that if the Council was amending this section of the code that perhaps it should include an amendment that would allow the governing body to cancel a city council meeting.

Eric Mikkelson agreed with Mrs. Myers suggestion noting that the current code says the council “shall” meet. He is uncomfortable with cancelling a meeting under this language and believes a change is needed. He questioned if under the new state statute, the city would be able to change this and not meet.

David Waters stated the statute does not address meetings. It only addresses when the term of office begins and expires. He feels that the language as written provides the ability for the city to not meet. However, it would be cleaner to add an amendment to address the cancellation of meetings.

Chad Herring agreed with Mr. Mikkelson on the importance of holding regular meetings and communicating when these meetings will be held. However, he also agrees it is not always possible or necessary to meet. He has found that the addition of the word “ordinarily” before the word “shall” allows the flexibility he is hearing that the Council wants. The possible additional language could be: “Modification to the regular meeting schedule could be enacted by the governing body.”

Ted Odell felt the council was clouding the initial issue. He believes the two issues should be dealt with separately. The initial issue of having to meet on January 8th needs to be addressed immediately. The issue of cancelling meetings can be discussed at a later meeting.

Mayor Wassmer noting that action needed to be taken on the proposed ordinance and announced that this item would be carried over to the city council meeting.

ADJOURNMENT

Steve Noll moved the Council Committee of the Whole meeting be adjourned. The motion was seconded by Serena Schermoly and passed unanimously. Council President Jori Nelson adjourned the Council Committee of the Whole meeting at 7:30 p.m.

Jori Nelson
Council President



ADMINISTRATION

Council Committee Date: December 18, 2017
City Council Meeting Date: December 18, 2017

COU2017-52: Consider Agreement with ETC Institute to Conduct a Citizen Satisfaction Survey for Prairie Village.

RECOMMENDATION

Staff recommends a motion to approve an agreement with ETC Institute to conduct a citizen satisfaction survey.

MOTION

Approve an agreement with ETC Institute to conduct a citizen satisfaction survey for the City of Prairie Village for \$15,000.

BACKGROUND

The City recently requested proposal from qualified vendors to assist with developing and conducting a citizen satisfaction survey. Three firms submitted proposals by the December 1, 2017 deadline.

- Chandlerthinks (Franklin, Tennessee): \$14,950 (does not include travel costs)
- ETC Institute (Olathe, Kansas): \$15,250
- Nexus Analytics (Renton, Washington): \$16,900

The Assistant City Administrator, Assistant to the City Administrator, and the Graduate Management Intern reviewed the proposals and found ETC Institute to be the most qualified for a number of reasons, including, but not limited to:

- The firm specializes in the design and administration of market research for governmental organizations and has conducted surveys for local communities such as Johnson County, Merriam, Shawnee, Lenexa, and Kansas City, Missouri
- The ability to benchmark nationally and regionally as well as geocoding capabilities
- Proposal calls for 400 completed surveys (via mail, phone, and internet), which has a margin of error of +/- 4.9% at the 95% level of confidence

After preliminary discussions with ETC Institute, their proposed cost was renegotiated to fit within the City's budgeted funds.

FUNDING

\$15,000 in 2018 Budget for a Residential Survey

ATTACHMENTS

Agreement with ETC Institute

ETC Institute's Response to Citizen Satisfaction Survey RFP

PREPARED BY

Alley Williams

Assistant to the City Administrator

Date: December 13, 2017

A Proposal to Conduct a Citizen Satisfaction Survey for Prairie Village

...helping organizations make better decisions since 1982

2017

Submitted to the City of Prairie Village, Kansas

ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061

December 11, 2017





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Marketing Research, Demography, Statistical Applications

725 W. Frontier Circle, Olathe, Kansas 66061
(913) 829-1215 FAX: (913) 829-1591

December 1, 2017

Alley William
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

A Proposal to Conduct the City of Prairie Village's Citizen Satisfaction Survey

Dear Members of the Selection Committee:

ETC Institute is pleased to submit a proposal to conduct a Citizen Satisfaction Survey for the City of Prairie Village, Kansas. In response to your RFP, you will find enclosed three (3) hardcopy copies and one (1) electronic copy of a proposal from ETC Institute.

The proposal is intended to be completely responsive to the RFP and has been organized as follows:

- Executive Summary
- Section 1: Firm Overview
- Section 2: Scope of Work
- Section 3: References
- Section 4: Project Schedule
- Section 5: Project Budget
- Section 6: Resumes of Key Personnel

Firm Overview

ETC Institute is recognized as a national leader in the design and administration of market research for local governments. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute employs 100 employees at the home office in Olathe, Kansas and has designed and administered more than 3,500 statistically valid surveys and moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. ETC Institute has conducted research for more large U.S. communities than any other firm.

ETC Institute Has the Ability to Compare Prairie Village's Performance with Other Communities. Our firm maintains national and regional benchmarking data for resident and community surveys that provide comparative norms for over 80 local governmental services. Unlike some comparative databases that use comparative data from secondary sources, ETC Institute's data

is from surveys that were all administered by ETC Institute. This ensures that the results for the City are directly comparable to other similarly-sized communities. ETC Institute's database only includes data from surveys that have been administered during the past three years. This ensures that our comparative norms are truly representative of existing attitudes and expectations regarding the delivery of local governmental services. ETC Institute also maintains an extensive collection of data from municipalities throughout the Kansas City Metro that can be compared to Prairie Village's results.

ETC Institute Has the Most Updated and Innovative Analytical Tools to Help the City Understand and Utilize Survey Data. Today, government officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied. The **Importance-Satisfaction (IS) rating** is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that cities will maximize overall citizen satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived level of importance of the service is relatively high. This analysis tool helps our clients to identify specific drivers of satisfaction.

ETC Institute also has the capabilities to generate maps of the survey results. GIS Mapping is used to show how respondents in different areas of a community rate various services. Our GIS capabilities will also give us the advantage of knowing exactly where each survey respondent is located. This will allow for an accurate analysis of responses among various district boundaries.

ETC Institute is a Full-Service Market Research Company. ETC Institute has a research center equipped with five dozen call stations, state-of-the-art focus group facilities, and a mail processing center capable of processing more than 30,000 pieces of mail per day. ETC Institute also has the most up-to-date technology and professional staff needed to administer surveys online. ETC Institute has extensive capabilities for the administration of surveys in Spanish; we employ 20 employees that are fluent in Spanish. If the City selects ETC Institute for this project, all of the work will be done in-house by ETC Institute staff. This will ensure that the highest levels of quality are maintained.

A Few Good Reasons to Select Our Team

- ✓ **ETC Institute is very familiar with the area.** ETC Institute has conducted survey research in dozens of communities throughout the state of Kansas, and over 30 communities in the Kansas City Metro Area.
- ✓ **ETC Institute guarantees that we will be very responsive to your needs.** ETC Institute administered a survey to organization that had used our services. Among the 151 clients who responded to the survey, 100% were satisfied with the service they received and 100% indicated they would recommend our firm to other organizations. The reason ETC Institute's customer satisfaction levels are so high is due to our commitment to the needs of our clients.

- ✓ **ETC Institute's most senior professionals will be managing this project on a daily basis.** By having experienced, senior personnel lead the day-to-day management of each task, ETC Institute will ensure that your organization receives the highest level of service possible and that high standard of quality control are maintained. The City will receive priority for resources from our firm and we will ensure that the project is accomplished according to your schedule. To ensure your success, we have assembled a team of the very best market researchers and experts to assist with the design of surveys, the development of the sampling plans, the administration of the surveys, and the analysis of the data collected. Our team has unparalleled expertise in project management, survey design, sampling methodology and survey administration.

Closing

ETC Institute will work very closely with the City and do everything possible to ensure the survey meets the high expectations you have set for this project. **No firm is better suited to help you understand and use resident survey data than ETC Institute.** Our experience with market research for local governments is second to none, and clients in 49 states can attest to our commitment and attention to customer satisfaction.

We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call us at (913) 829-1215.

Best regards,



Jason Morado
Senior Project Manager, ETC Institute
725 W Frontier Lane, Olathe KS 66061
913-829-1215
jmorado@etcinstitute.com
www.etcinstitute.com

Section 1

Firm Overview

ETC Institute – Firm Overview

ETC Institute is a 102-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. **ETC Institute has conducted research for more major U.S. cities and counties than any other firm.** Some of the large communities where ETC Institute has conducted surveys include:

- Atlanta, Georgia
- Austin, Texas
- Broward County, Florida
- Buffalo, New York
- Charlotte, North Carolina
- Cincinnati, Ohio
- Colorado Springs, Colorado
- Columbus, Ohio
- Dallas, Texas
- DeKalb County, Georgia
- Denver, Colorado
- Des Moines, Iowa
- Detroit, Michigan
- Durham, North Carolina
- Dupage County, Illinois
- Fairfax County, Virginia
- Fort Worth, Texas
- Fort Lauderdale, Florida
- Fulton County, Georgia
- Houston, Texas
- Indianapolis, Indiana
- Kansas City, Missouri
- King County, Washington
- Las Vegas, Nevada
- Los Angeles, California
- Louisville, Kentucky
- Mecklenburg County, North Carolina
- Mesa, Arizona
- Miami, Florida
- Miami-Dade County, Florida
- Milwaukee County, WI
- Nashville, Tennessee
- Norfolk, Virginia
- Oakland, California
- Oakland County, Michigan
- Oklahoma City, Oklahoma
- Phoenix, Arizona
- Portland, Oregon
- Prince George County, Maryland
- Providence, Rhode Island
- Raleigh, North Carolina
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- St. Paul, Minnesota
- St. Louis, Missouri
- Tucson, Arizona
- Virginia Beach, Virginia
- Washington, D.C.
- Westchester County, New York
- Wayne County, Michigan

Our Research is Implementation Oriented: ETC Institute’s clients do not usually hire ETC Institute just to gather data. They use our services because they know we are focused on helping them achieve their short and long-range objectives. A good measurement of our ability to help our clients implement their goals and objectives involves the values of new projects that have been funded as a result of our work. During the past five years, the results of our market research have led to more than \$3 billion in new funding for state, municipal and county governments as well as numerous nonprofit organizations. Projects that have been funded include a wide range of transportation improvements, community redevelopment projects, improvements to schools and health care institutions, water and electrical utility improvements, tourism attractions, neighborhood improvements, downtown revitalization projects, open space acquisition and park improvements, and the development of numerous specialized leisure facilities such as community centers, aquatic centers, and sports facilities. Our ability to help our clients integrate survey research with community planning decisions helps our clients maximize the value of their investment in our services.

Our Research Helps Leaders Balance the Needs of the Public with Special Interest Groups. Special interest groups often dominate local-decision making processes because they actively participate in community meetings and share their ideas with local officials. While input from special interest groups is important, the needs of the public can be overlooked if community leaders only have input from well organized groups and community activists. ETC Institute’s surveys are designed to ensure the needs of the entire community are represented.

Accomplishments/Awards

Small Business of the Year. ETC Institute was awarded the Greater Kansas City Chamber of Commerce's “**Top 10 Small Business of the Year Award**”. ETC Institute was selected from more than 1,700 nominees for the award. Commitment to quality and superior customer service were two of the reasons the firm was selected.

Best Place to Work. ETC Institute was also selected as one of the “Best Places to Work in Greater Kansas City” by the Kansas City Business Journal. ETC Institute received special recognition for our commitment to having a diverse work environment with regard to race/ethnicity, gender, faith, physical ability, and age.

Kansas City’s Top 100 Fastest Growing Companies. For three consecutive years, ETC Institute was selected as one of the “Top 100 Fastest Growing Companies in the Kansas City Area” by Ingram’s Kansas City Business Journal.

America’s Fastest-Growing Private Companies. ETC Institute recently ranked 3459 among the “Top 5000” fastest growing private companies.

Market Research Services Provided

ETC Institute provides a host of market research services including the following:

Focus Groups and Stakeholder Interviews

ETC Institute has facilitated focus groups and stakeholder interviews for organizations across the United States. Focus groups have been conducted for a wide range of assessments, public policy initiatives, strategic and long-range planning efforts, visioning plans, comprehensive planning efforts, parks and recreation master plans, transportation plans, health care strategic plans, bi-state planning efforts, customer satisfaction initiatives, and numerous state, regional, and national associations.

Survey Research

ETC Institute is nationally recognized for our expertise in survey research. We have been helping non-profit and local governmental organizations use surveys as a guiding force for setting measurable community level goals and priorities for more than two decades. During the past two years alone, ETC Institute has designed and administered market research assessments on behalf of clients in more than 40 states

On-Line (Web-based) Market Research

ETC Institute can help organizations gather input via the Internet with our on-line market research division. Internet-based surveys are suitable for a wide range of purposes including: customer satisfaction surveys, employee surveys, business surveys, and other purposes.

Consensus Building Workshops

At the end of a project, ETC Institute can facilitate workshops with senior managers and/or elected officials. The workshop is designed to build consensus around “top priorities” for the City, based on the results of the survey. The workshop helps set the stage for acceptance of the recommendations as well as action that will lead to the implementation of initiatives that will support the recommendations.

Surveys of Underserved/Environmental Justice Groups

ETC Institute understands the importance of gathering data from traditionally underserved populations. During the past two years, ETC Institute has administered more than 75,000 surveys to traditionally underserved populations. Our extensive experience in the recruitment of traditionally underserved populations to participate in surveys ensures that our clients get accurate data for a wide range of difficult to reach populations **including non-English speaking persons**, persons with mental and physical disabilities, inner city and rural poor, and the elderly. ETC Institute has the capability of administering surveys in more than 20 languages, including: English, Spanish, Russian, Mandarin, and Cantonese.

Secondary Data Analysis

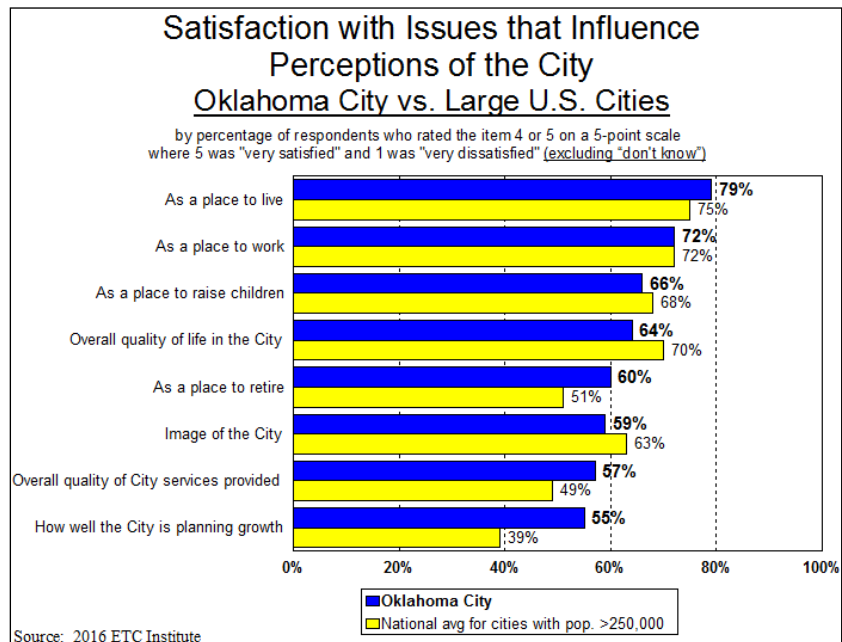
ETC Institute has had extensive experience conducting primary and secondary research efforts for a wide range of governmental organizations in major metropolitan areas for over 30 years. ETC Institute has the expertise to perform needs assessment research that adheres to rigorous standards for impartiality and addresses the issues most valuable to decision-makers.

Benchmarking Analysis (Normative Comparisons)

Benchmarking analysis is a highly effective tool that helps decision-makers interpret the meaning of community survey data. If 64% of residents are satisfied with the condition of city streets, is that good or bad? Without comparative data, it is difficult to know. ETC Institute maintains **national** and **regional benchmarking data** for more than 80 types of local governmental services, including the following:

- Public safety (police, fire, ambulance)
- Maintenance/public works
- Planning
- Communications
- Code enforcement
- Transportation and traffic flow
- Parks and recreation
- Utilities (water, sewer, etc.)
- Public health services
- Library services

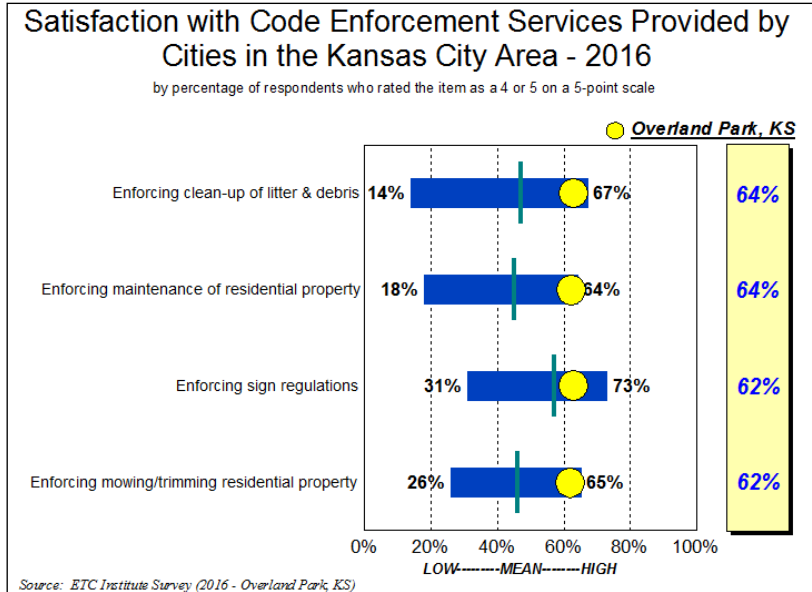
Benchmarking data can help local governments understand how their results compare to similar communities. For example, 57% of the residents in the City of Oklahoma City were “very satisfied” or “satisfied” with the overall quality of City services. Without comparative data, City leaders might have wondered whether 57% was an acceptable rating. As the chart on the following page shows, 57% is a relatively good rating for this issue among large cities in the U.S. Based on the results of national research conducted by ETC Institute for large U.S. cities with populations of 250,000 or more, the average satisfaction rating with the overall quality of services provided by the City was 49%.



Based on the results of national research conducted by ETC Institute for large U.S. cities with populations of 250,000 or more, the average satisfaction rating with the overall quality of services provided by the City was 49%.

Since November 1999, more than 250 cities and counties in more than 40 states have used ETC Institute’s Benchmarking database to set and monitor progress toward a wide range of organizational goals. Most participating city and counties conduct the survey on an annual or biennial basis.

ETC Institute's experience with customer satisfaction research for city and county governments provides our clients with a unique capability for interpreting the meaning of survey results. Without benchmarking data, it would be easy to make mistakes in the interpretation of survey results. Compared to other communities in the Kansas City Metro Area, ETC Institute's benchmarking

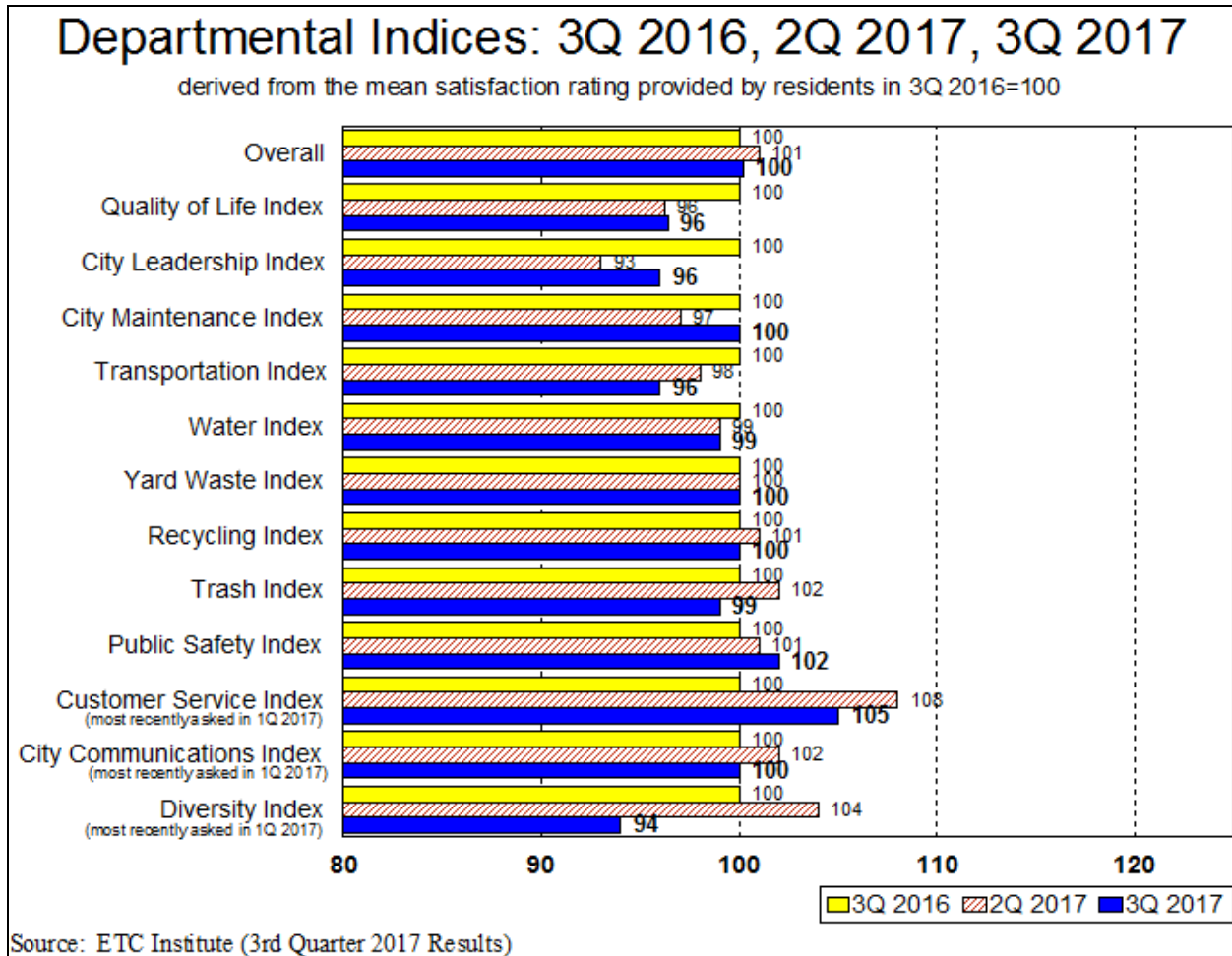


data showed that Overland Park was performing very well. The Metro average for satisfaction with the enforcement of the maintenance of residential property in the City was 45%, which meant that Overland Park rated 19% above the Metro's average set a new high in our database. The dots on the chart to the right show the ratings for the City of Overland Park. The percentage to the left of the horizontal bar shows the lowest rating among the cities that are included in ETC Institute's database; the percentage to the right of the horizontal bar shows the highest rating among this group of cities; the vertical bar in the center marks the Metro average based on the results surveys that are administered annually by ETC Institute.

Our research has shown that cultural norms often influence customer satisfaction survey results on city services regardless of how well the service is delivered. Another example of this is that residents almost always rate the maintenance of city streets lower than the quality of fire services even in communities that have good streets and major problems with fire services. Without benchmarking data, it is difficult to isolate the influences that cultural norms have on public perceptions about local governmental services, which can lead to faulty conclusions and recommendations.

Benchmarking Performance Over Time ETC Institute can also help organizations develop composite customer satisfaction indices that can be used to track overall performance in more than 50 categories of service delivery. The index works like the Consumer Price Index (CPI). The index is a function of the City's composite performance in selected areas relative to the Base Year. Changes in the index from one year to the next shows how overall satisfaction with city services has changed relative to the base year. The data is compared to regional trends which are shown as a composite index for the region. This allows the City or County to see how its performance changes compared to other cities in the area.

An example of composite satisfaction indices that ETC Institute has developed to help city and county governments track performance over time is shown in the chart below. These indices were developed for the City of Olathe, KS to track their performance in 13 major service areas. The chart shows how the City has performed on a quarterly basis.



Importance-Satisfaction Analysis

Importance-Satisfaction (I-S) Analysis is a tool that allows public officials to use survey data as a decision-making resource. The Importance-Satisfaction analysis is based on the concept that public agencies will maximize overall satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Importance-Satisfaction Rating is a tool that is used by ETC Institute to help public officials use survey data to establish organizational priorities. More than 200 governmental agencies currently use ETC Institute’s I-S Rating. The Importance-Satisfaction Rating is based on the concept that organizations will maximize overall customer satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

ETC Institute began using Importance-Satisfaction analysis in the 1980's to allow governmental organizations the ability to assess the quality of service delivery. During the past 30 years, ETC Institute has continually refined the analysis to maximize its usefulness as a decision-making tool. The methodology for calculating the Importance-Satisfaction Matrix and the Importance-Satisfaction Rating will be provided if ETC Institute is selected for this study.

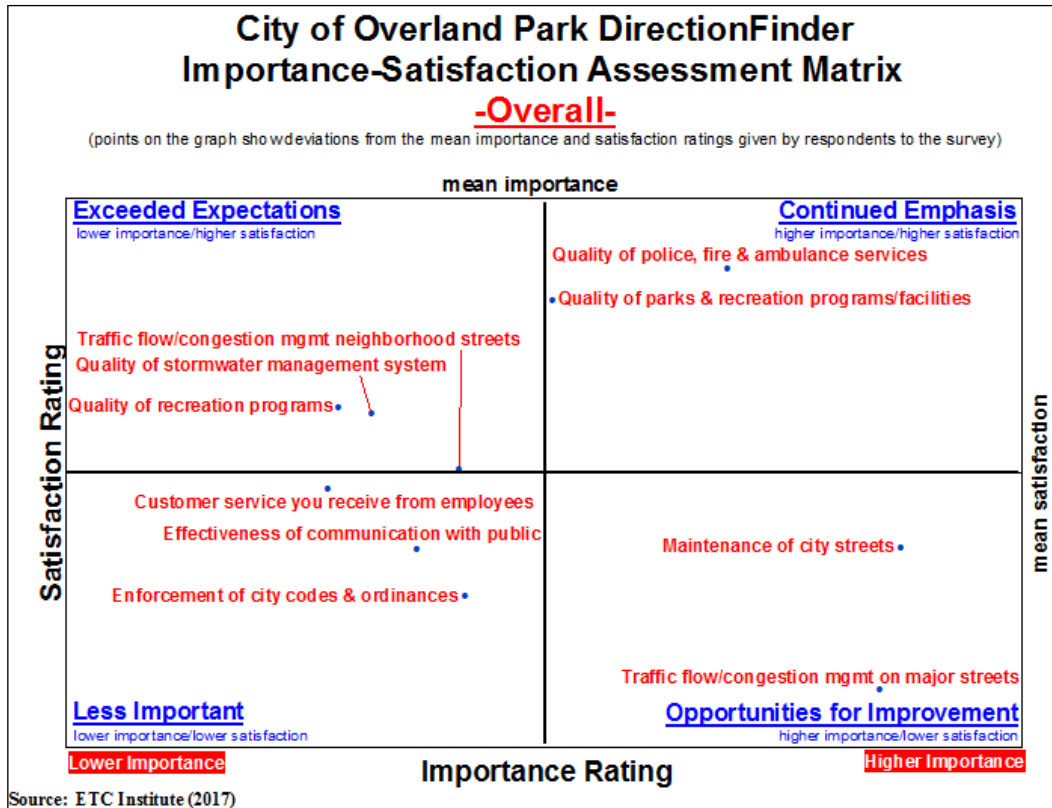
The table on the below offers an example of the I-S Rating from the 2016 City of Durham Direction Finder Survey. The table shows that the City of Durham could maximize resident satisfaction with parks and recreation services by investing in greenways and trails and a larger variety of City recreation opportunities. Investments in the length of commutes to desired recreation amenities would have the least impact on overall satisfaction with the City's parks and recreation system.

2016 Importance-Satisfaction Rating City of Durham Parks, Recreation, and Open Space						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Greenways & trails	31%	1	63%	1	0.1144	1
Variety of City recreation opportunities	20%	3	48%	7	0.1047	2
Medium Priority (IS <.10)						
Cultural programming	24%	2	61%	2	0.0925	3
Recreation Center programs	16%	4	48%	8	0.0844	4
Outdoor athletic fields & courts	16%	5	55%	4	0.0728	5
Aquatic programs	11%	6	40%	9	0.0662	6
Customer service provided by City's Parks & Recreation staff	7%	7	54%	5	0.0338	7
Athletic programs	6%	8	49%	6	0.0286	8
Length of your commute to your desired recreation amenities	6%	9	56%	3	0.0245	9

ETC Institute can also develop **Importance-Satisfaction matrices** to display the perceived importance of core services against the perceived quality of service delivery. The two axes on the matrices will represent Satisfaction and Importance. The I-S (Importance-Satisfaction) matrix allows public officials to analyze the survey data as described and shown below.

- **Continued Emphasis (above average importance and above average satisfaction).** This area shows where the City is meeting customer expectations. Items in this area have a significant impact on the customer's overall level of satisfaction. The City should maintain (or slightly increase) emphasis on items in this area.
- **Exceeding Expectations (below average importance and above average satisfaction).** This area shows where the City is performing significantly better than customers expect the organization to perform. Items in this area do not significantly impact the customer's overall level of satisfaction. The City should maintain (or slightly decrease) emphasis on items in this area.
- **Opportunities for Improvement (above average importance and below average satisfaction).** This area shows where the City is not performing as well as residents expect the City to perform. This area has a significant impact on customer satisfaction. The agency should DEFINITELY increase emphasis on items in this area.

- Less Important (below average importance and below average satisfaction).** This area shows where the City is not performing well relative to the agency’s performance in other areas; however, this area is generally considered to be less important to residents. This area does not significantly impact the customer’s overall level of satisfaction because the items rated are less important to residents. The City should maintain current levels of emphasis on items in this area.



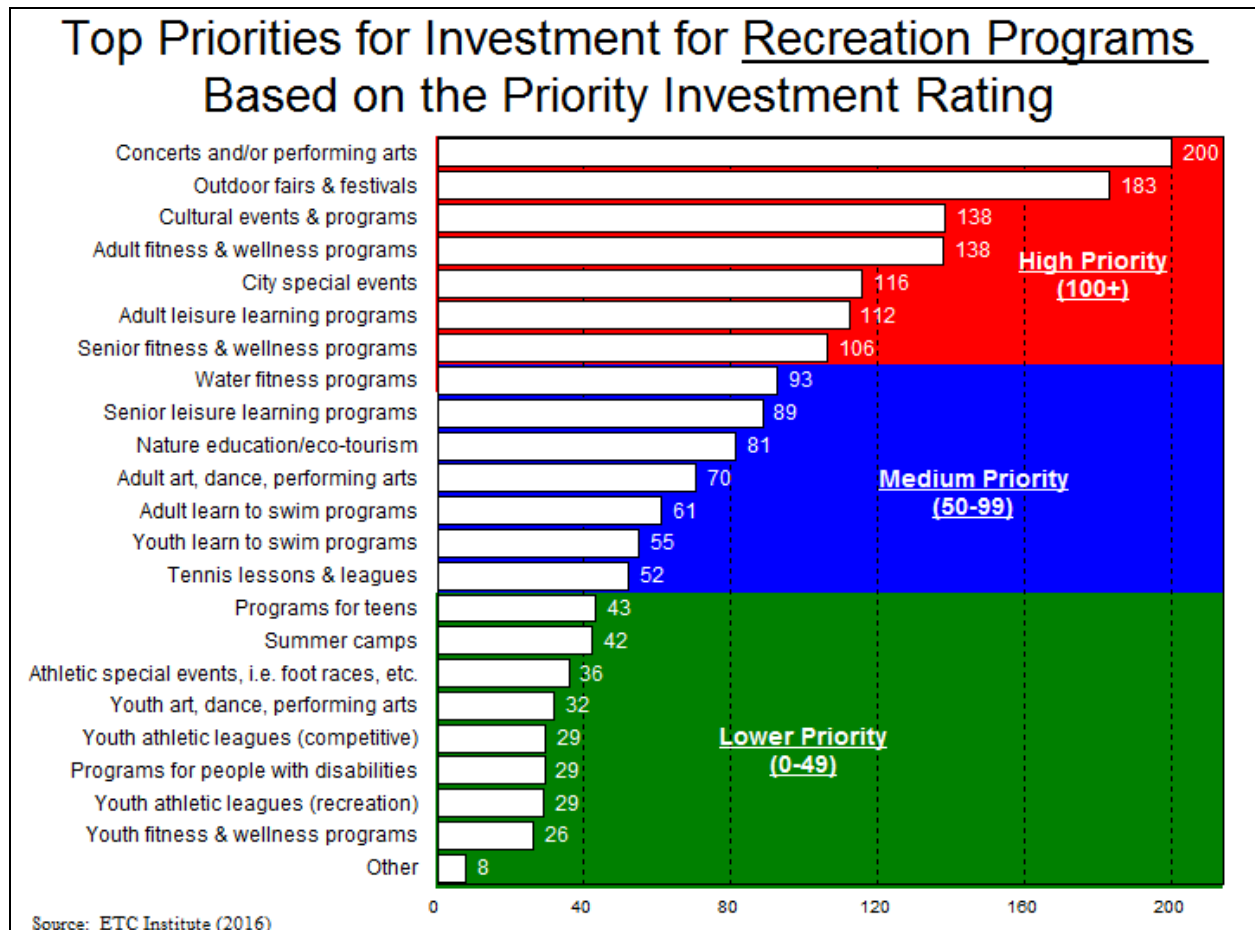
Priority Investment Rating Analysis

The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide governments with an objective tool for evaluating the priority that should be placed on parks and recreation investments. The rating system helps to identify the facilities and programs residents think should receive the highest priority for investment. The priority investment rating reflects the importance residents place on items (sum of top 4 choices) and the unmet needs (needs that are only being partly or not met) for each facility/program relative to the facility/program that rated the highest overall. Since decisions related to future investments should consider both the level of unmet need and the importance of facilities and programs, the PIR weights each of these components equally.

The PIR reflects the sum of the Unmet Needs Rating and the Importance Rating as shown in the equation below:

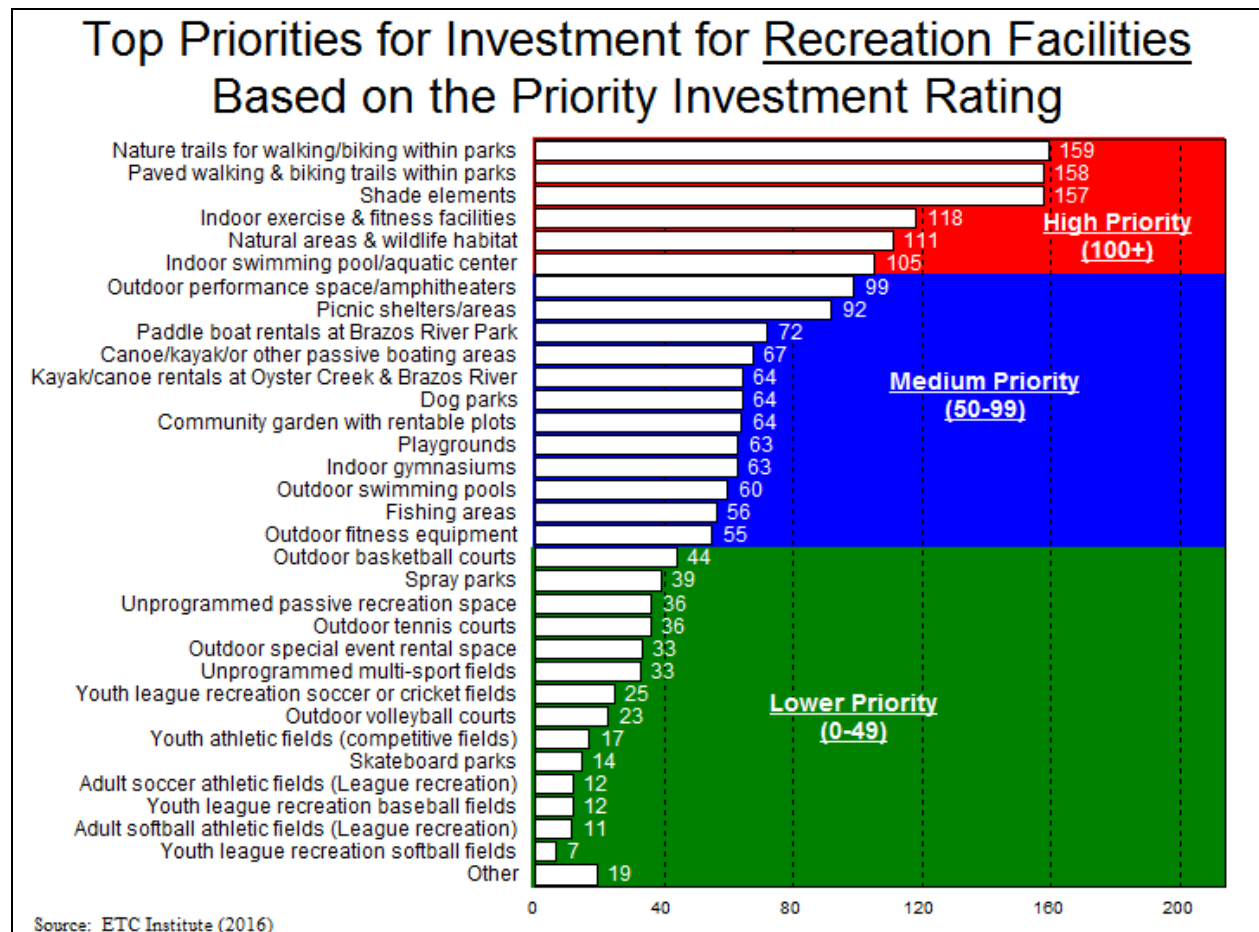
$$PIR = UNR + IR$$

For example, suppose the Unmet Needs Rating for playgrounds is 26.5 (out of 100) and the Importance Rating for playgrounds is 52 (out of 100), the Priority Investment Rating for playgrounds would be 78.5 (out of 200).



How to Analyze the Charts:

- **High Priority Areas** are those with a PIR of at least 100. A rating of 100 or above generally indicates there is a relatively high level of unmet need and residents generally think it is important to fund improvements in these areas. Improvements in this area are likely to have a positive impact on the greatest number of households.
- **Medium Priority Areas** are those with a PIR of 50-99. A rating in this range generally indicates there is a medium to high level of unmet need or a significant percentage of residents generally think it is important to fund improvements in these areas.
- **Low Priority Areas** are those with a PIR below 50. A rating in this range generally indicates there is a relatively low level of unmet need and residents do not think it is important to fund improvements in these areas. Improvements may be warranted if the needs of very specialized populations are being targeted.



Internal Capacity and Resources

Unlike many firms who outsource data collection activities, ETC Institute has in-house capabilities for performing all data collection tasks. This provides our clients with two advantages. First, we are able to directly control the scheduling of all research activities to ensure that all surveys are completed on time.

Second, our senior research professionals are able to directly monitor the administration of the survey, which allows our team to understand anomalies in the data collection process which could later compromise the analysis and interpretation of the data.

ETC Institute's in-house resources will allow the project team to monitor all phases of the survey administration process, which will ensure that the highest standards of quality are maintained. In-house services include:

Online Survey Administration. ETC Institute offers an arsenal of state of the art survey tools, covering every survey type and all stages of a survey's lifecycle, from survey design and testing, to data collection and processing, analysis and results visualization, to reporting. Our online surveys can accommodate any question type and an unlimited number of responses. ETC's in-house software development team can quickly customize every aspect of our survey software, create custom-designed questions, and quickly develop survey tools that ideally suit our clients' needs. Our online surveys are optimized to work in all popular web browsers.

Mail Center. Our Pitney Bowes mail processing and postage metering system is capable of processing up to 30,000 pieces of mail per day, including surveys, postcard reminders, thank you letters, and other information sent to survey participants. We maintain a return-reply permit with the U.S. Post Office, which allows us to provide survey respondents with postage-paid return envelopes.

Call Center. Research efforts to date range in size from several hundred surveys to more than 15,000 surveys. Since 1998, ETC Institute has surveyed more than 1.5 million residents on behalf of 700 cities and counties in 49 states. ETC Institute's market research accuracy and attention to client needs is unparalleled. The new call center is equipped with 40 interviewing stations that can easily be expanded to accommodate 100 interviewers. Daily survey administration capabilities include:

- 1,960 completed 5-minute surveys per day
- 1,430 completed 10-minute surveys per day
- 1,020 completed 15-minute surveys per day
- 780 completed 20-minute surveys per day

Foreign Languages. In-house foreign language translation and telephone recruitment services for more than 20 languages, including Spanish, Mandarin, Cantonese, and Russian.

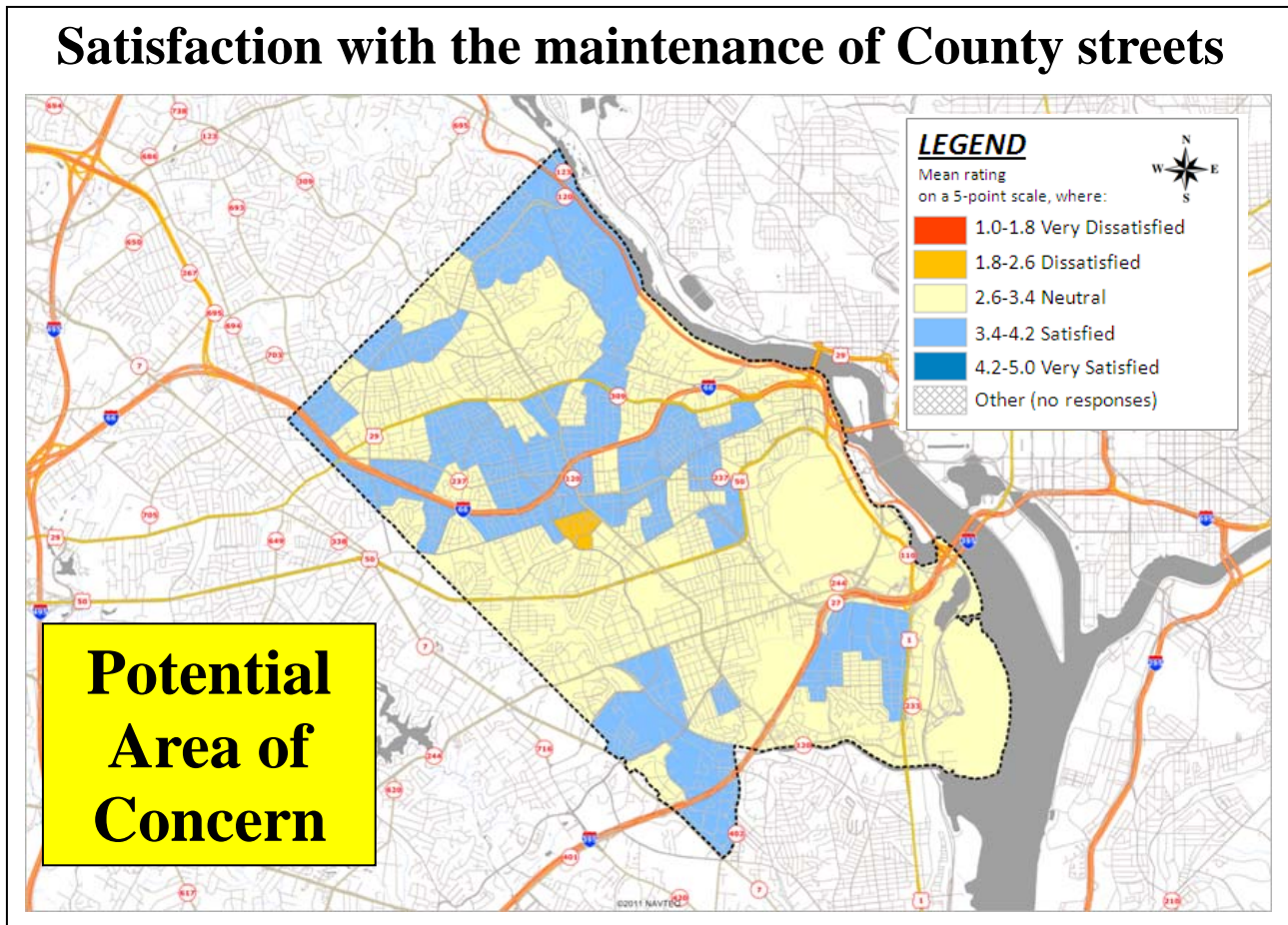
Quality Control. ETC Institute's quality control procedures for the administration of market research were recently reviewed and accepted by the U.S. Office of Management and Budget for our work with the National Park Service.

Geocoding Experience and Capabilities

ETC Institute staff has successfully geocoded survey results for dozens of market research projects in the past three years.

Our GIS team will bring highly developed and current skills in automated information collection, data cleanup and manipulation, state-of-the-art geocoding, and database development to this assignment. Our planners and technicians routinely support transportation planning, customer satisfaction analysis, parks and recreation planning and other planning and modeling efforts around the country.

The map below identifies areas in Arlington County, Virginia where residents were dissatisfied with the maintenance of County streets. The shaded colors on the map correspond to the level of satisfaction. Areas of blue indicate higher levels of satisfaction, yellow areas indicate neutrality and orange or red areas indicate dissatisfaction.



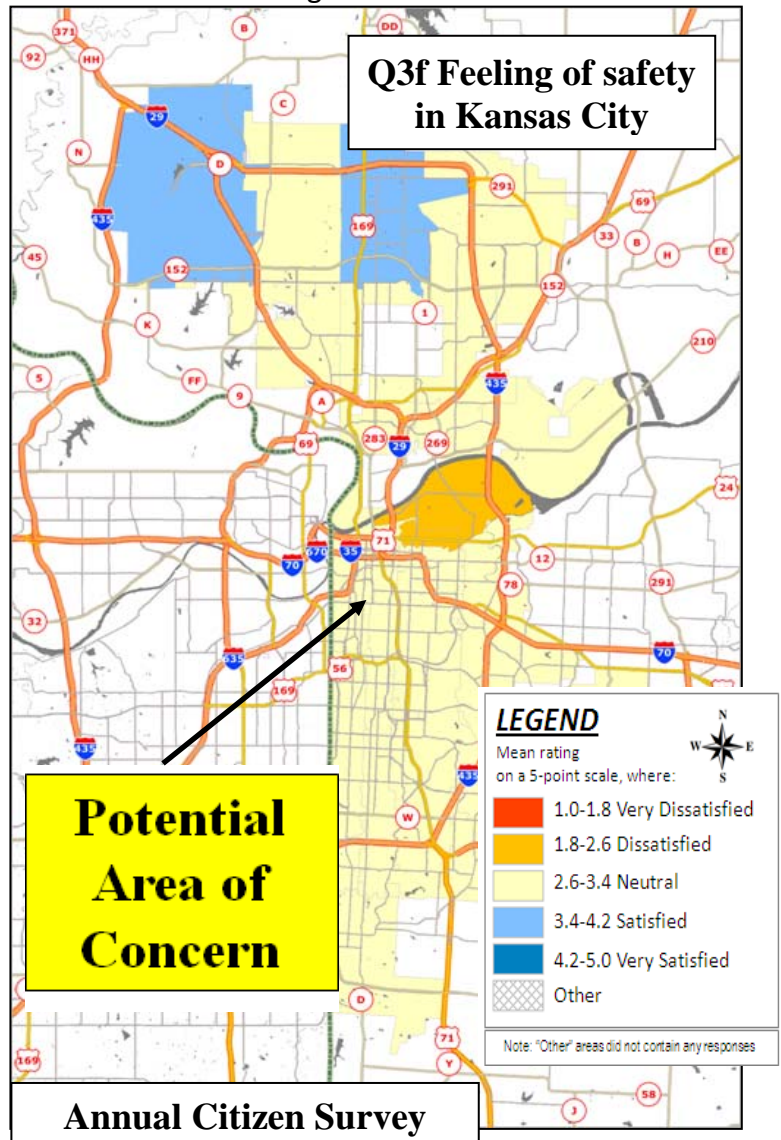
Over the past ten years, our GIS team has geocoded a wide range of address information including:

- Areas of satisfaction and dissatisfaction with the delivery of city and county services
- Origins and destinations for household travel and roadside intercept surveys
- Visitor destinations for tourism-related projects
- Locations of residents who are satisfied or dissatisfied with the quality of city services
- Locations of residents who have needs for various types of parks and recreation programs and facilities
- Locations of persons who are likely to support various election issues
- Locations of persons who have experienced flooding in their homes
- Locations of businesses and non-profit organizations who would support stormwater fees and many other types of data
- Locations of support and opposition to voter initiatives

GIS maps not only provide our clients with a visual representation of the areas of the City that are surveyed, but they also show areas where residents have the greatest and least amount of satisfaction with various services. The map below shows levels of satisfaction with the feeling of safety in Kansas City, Missouri. Areas in blue identify areas with high levels of satisfaction. Areas in orange identify areas with lower levels of satisfaction. The map shows that residents living in the central area of Kansas City feel less safe than residents in other areas of the City.

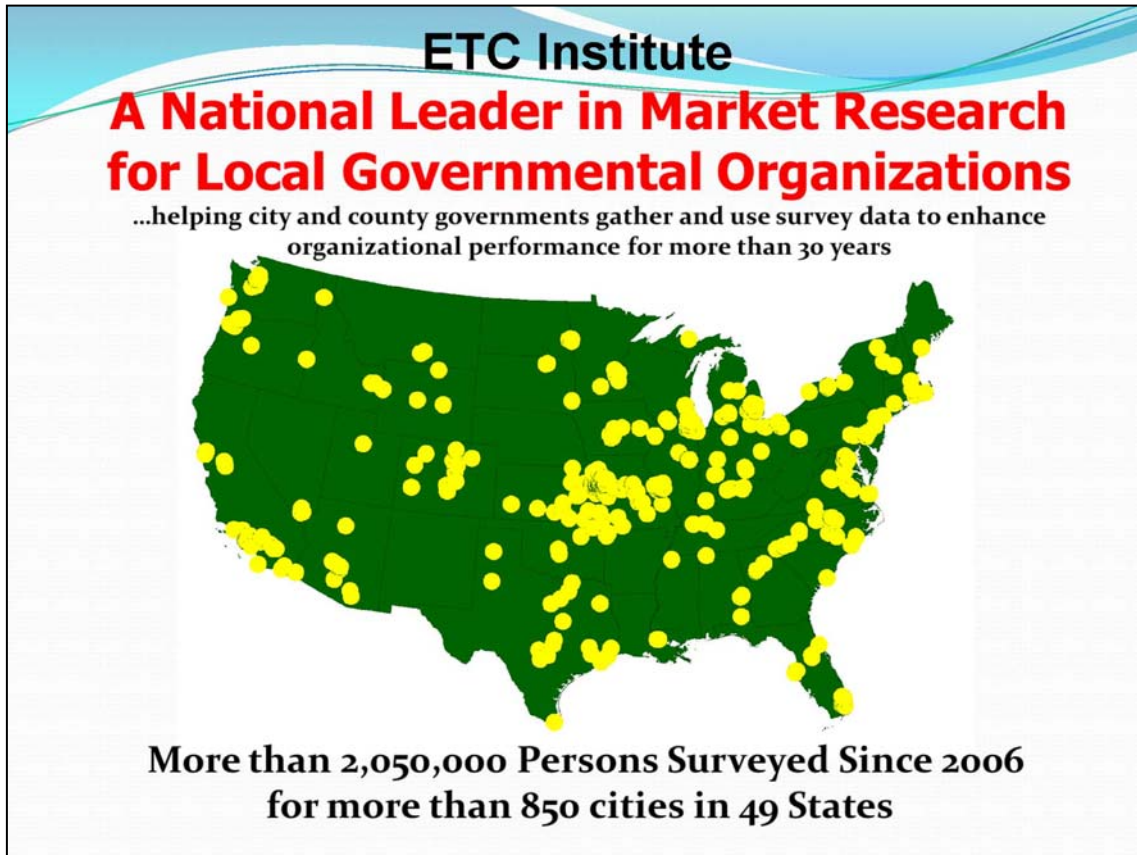
Our GIS technicians have developed an exceptional working relationship that benefits our clients. This technology has helped to improve data reliability and gives our team the ability to deliver a top quality product on time and on budget.

At ETC Institute, we accurately geocode (provide longitude and latitude) lists of addresses, intersections, place names, tourist attractions, transit stops, and almost any other location records anywhere in the U.S. with very high match rates. Our record “hit” rates are well above the industry average thanks to our well-thought-out, systematic, and rigorous record quality assurance process (REQAP), which begins at the survey design stage and continues until the last record has been geocoded and verified.



National Experience

ETC Institute is the nation’s leading firm in the field of customer-oriented market research for local governmental organizations. In addition to the locations that have been described on the previous pages, ETC Institute has conducted surveys in more than 850 communities across the United States since 2006. The map below shows some of the locations where ETC Institute has conducted surveys. Since it would take hundreds of pages to provide descriptions of all of our community survey experience, we have simply listed many of the locations where we have conducted surveys below and on the following pages.



Communities Where ETC Institute Has Conducted Surveys

- Alexandria, Virginia
- Ames, Iowa
- Anniston, Alabama
- Arapaho County, Colorado
- Arlington County, Virginia
- Aspen, Colorado
- Atchison, Kansas
- Athens-Clark County, Georgia
- Atlanta, Georgia
- Auburn, Alabama
- Auburn, California
- Augusta, Georgia
- Aurora, Colorado
- Austin, Texas
- Ballwin, Missouri
- Bartlesville, Oklahoma
- Baton Rouge, Louisiana
- Battle Creek, Michigan
- Beaumont, Texas
- Bellevue, Washington
- Bend, Oregon
- Bensenville, Illinois
- Berkley, Michigan
- Billings, Montana
- Bloomington, Indiana
- Blue Springs, Missouri
- Boerne, Texas
- Bonner Springs, Kansas

- Booneville, Missouri
- Branson, Missouri
- Brentwood, Missouri
- Bridgeport, Connecticut
- Brooklyn, Ohio
- Broward County, Florida
- Brownsville, Texas
- Brunswick, Maine
- Buffalo, New York
- Burien, Washington
- Butler, Missouri
- Burbank, California
- Cabarrus County, North Carolina
- Calgary, Canada
- Camas, Washington
- Canon City, Colorado
- Canton Township, Michigan
- Carmel, Indiana
- Carol Stream, Illinois
- Casa Grande, Arizona
- Casper, Wyoming
- Castle Rock, Colorado
- Cedar Rapids, Iowa
- Champaign, Illinois
- Chandler, Arizona
- Chanute, Kansas
- Charlotte, North Carolina
- Chapel Hill, North Carolina
- Charleston, South Carolina
- Charlottesville, Virginia
- Cherry Hills Village, Colorado
- Chesterfield, Missouri
- Chickasha, Oklahoma
- Claremont, New Hampshire
- Clay County, Missouri
- Clayton, Missouri
- Clear Creek County, Colorado
- Clearwater, Florida
- Clive, Iowa
- Coconut Creek, Florida
- Coeur d' Alene, Idaho
- Coffeyville, Kansas
- Colorado Springs, Colorado
- Columbia, Missouri
- Columbus, Ohio
- Columbus, Georgia
- Coral Springs, Florida
- Crested Butte, Colorado
- Creve Coeur, Missouri
- Culpeper County, Virginia
- Daniel Boone Regional Library
- Davenport, Iowa
- Deerfield, Illinois
- Dekalb, Georgia
- Derby, Kansas
- Denver, Colorado
- Dent County, Missouri
- Derby, Kansas
- Des Peres, Missouri
- Des Moines, Iowa
- Des Plaines, Illinois
- Detroit, Michigan
- Dilworth, Minnesota
- Dorchester County, South Carolina
- Downers Grove Park District, Illinois
- DuPage County, Illinois
- Durango, Colorado
- Durham, North Carolina
- Durham County, North Carolina
- East Baton Rouge, Louisiana
- East Providence, Rhode Island
- Eastern Rio Blanco, Colorado
- Eau Claire, Wisconsin
- Edina, Minnesota
- Edmonds, Washington
- Edgerton, Kansas
- Edgewater, Colorado
- Elk Grove Village, Illinois
- Elmhurst Park District, IL
- Emporia, Kansas
- Erie, Colorado
- Everett, Washington
- Eureka, Missouri
- Excelsior Springs, Missouri
- Fairfax County, Virginia
- Fargo, North Dakota
- Farmington, Minnesota
- Fauquier County, Virginia
- Fayetteville, North Carolina
- Ferguson, Missouri
- Fergus Falls, Minnesota
- Flagstaff, Arizona
- Florence, Alabama
- Fort Benning, Georgia
- Fort Bragg, North Carolina
- Fort Buchanan, Puerto Rico

- Fort Campbell, Kentucky
- Fort Lauderdale, Florida
- Fort Leavenworth, Kansas
- Fort Morgan, Colorado
- Fort Rucker, Alabama
- Fort Stewart, Georgia
- Fort Wayne, Indiana
- Fort Worth, Texas
- Fredericksburg, Virginia
- Freeland, Michigan
- Freeport, Illinois
- Ft. Wayne, Indiana
- Fulton County, Georgia
- Galveston, Texas
- Garden City, Kansas
- Gardner, Kansas
- Genesee County, Michigan
- Gladstone, Missouri
- Glencoe, Illinois
- Glendale, Arizona
- Glendale, California
- Glenview, Illinois
- Godfrey, Illinois
- Grand Rapids, Michigan
- Grandview, Missouri
- Greenville, North Carolina
- Greenville County, South Carolina
- Guilford County, North Carolina
- Hallandale Beach, Florida
- Harnett County, North Carolina
- Harrisonville, Missouri
- Hazelwood, Missouri
- Henderson, Nevada
- Hernando, Mississippi
- High Point, North Carolina
- Hood County, Texas
- Hopewell, Virginia
- Houston, Texas
- Huron, Ohio
- Hyattsville, Maryland
- Idaho Falls, Indiana
- Indianapolis, Indiana
- Indio, California
- Imperial County, California
- Independence, Missouri
- Issaquah, Washington
- Jackson, Missouri
- Jackson, Wyoming
- Jackson County, Missouri
- Jacksonville, North Carolina
- Jefferson City, Missouri
- Johnson County, Kansas
- Johnston, Iowa
- Joplin, Missouri
- Jordan, Minnesota
- Kalamazoo, Michigan
- Kansas City, Kansas
- Kansas City, Missouri
- Kennesaw, Georgia
- Kent, Washington
- Key Biscayne, Florida
- King County, Washington
- Kingman, Kansas
- Kirkwood, Missouri
- Knoxville, Iowa
- Lake Havasu, Arizona
- Lake Oswego, Oregon
- Lake St. Louis, Missouri
- Lansing, Kansas
- Las Vegas, Nevada
- Lawrence, Kansas
- Lawrenceburg, Indiana
- Leavenworth, Kansas
- Leawood, Kansas
- Lee's Summit, Missouri
- Lemont, Illinois
- Lenexa, Kansas
- Liberty, Missouri
- Lincoln County, North Carolina
- Lindenhurst, Illinois
- Lisle Park District, Illinois
- Long Beach, California
- Longview, Texas
- Los Angeles County, California
- Louisville Metro Government, Kentucky
- Loveland, Ohio
- Lubbock, Texas
- Lucas County, Ohio
- Lyndhurst, Ohio
- Macomb Township, Michigan
- Manassas, Virginia
- Manhattan, Kansas
- Manheim Township, Pennsylvania
- Marquette, Michigan
- Marshall, Missouri

- Marshalltown, Iowa
- Martha's Vineyard, Massachusetts
- Martinsville, Virginia
- Marysville, Missouri
- McAllen, Texas
- Mecklenburg County, North Carolina
- Meeker, Colorado
- Meridian, Idaho
- Merriam, Kansas
- Mesa, Arizona
- Mesa County, Colorado
- Miami, Florida
- Miami Beach, Florida
- Miami County, Kansas
- Miami Dade County, Florida
- Midwest City, Oklahoma
- Milwaukee County, Wisconsin
- Mission, Kansas
- M-NCPPC – Montgomery County
- M-NCPPC – Prince George County
- Modesto, California
- Montrose, Colorado
- Moon Township, Pennsylvania
- Mooresville, North Carolina
- Moorhead, Minnesota
- Monroe, North Carolina
- Morgantown, West Virginia
- Morris County, New Jersey
- Morris Township, New Jersey
- Mount Dora, Florida
- Mount Pleasant, Michigan
- Mount Prospect, Illinois
- Mundelein Park District, Mundelein, Illinois
- Munster, Indiana
- Murray, Kentucky
- Naperville, Illinois
- Nashville, Tennessee
- Natick, Massachusetts
- New Braunfels, Texas
- New Haven, Connecticut
- New Ulm, Minnesota
- Newport, Rhode Island
- Newton, Kansas
- Norfolk, Virginia
- Norman, Oklahoma
- North Long Beach, California
- Northville, Michigan
- Novi, Michigan
- Oak Grove, Missouri
- Oak Park Village, Illinois
- Oakland County, Michigan
- Oakland Township Michigan
- O'Fallon, Missouri
- Oklahoma City, Oklahoma
- Okonee County, South Carolina
- Oldham, Kentucky
- Olathe, Kansas
- Olivette, Missouri
- Ontario, Oregon
- Orange County, California
- Orion Township, Michigan
- Ormond Beach, Florida
- Oswego, Illinois
- Ottawa, Kansas
- Overland Park, Kansas
- Owensboro, Kentucky
- Pasadena, California
- Palm Desert, California
- Palm Springs, California
- Paola, Kansas
- Perryville, Missouri
- Peoria, Arizona
- Pflugerville, Texas
- Phelps County, Missouri
- Pleasant Hill, Iowa
- Pinellas County, Florida
- Pine Bluff, Arkansas
- Pinecrest, Florida
- Pinehurst, North Carolina
- Pitkin County, Colorado
- Pittsburg, Kansas
- Platte City, Missouri
- Platte County, Missouri
- Pleasant Hill, Missouri
- Plano, Texas
- Polk County, Iowa
- Port Arthur, Texas
- Portland, Oregon
- Prairie Village, Kansas
- Pratt, Kansas
- Princeton, New Jersey
- Providence, Rhode Island
- Provo, Utah
- Pueblo, Colorado
- Queen Creek, Arizona

- Radnor, Pennsylvania
- Raleigh, North Carolina
- Ramsey, Minnesota
- Raymore, Missouri
- Raytown, Missouri
- Richmond, California
- Richmond, Virginia
- Richmond Heights, Ohio
- Riverside, Missouri
- Riverside County, California
- Riverton, Wyoming
- Rock Hill, Missouri
- Rock Island, Illinois
- Rocky Mount, North Carolina
- Rockville, Maryland
- Roeland Park, Kansas
- Rogers, Arkansas
- Rolla, Missouri
- Roseville, Minnesota
- Round Rock, Texas
- Rowan County, North Carolina
- Rutland, Vermont
- Saharita, Arizona
- Salem, Oregon
- Salina, Kansas
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- Schaumburg, Illinois
- Schertz, Texas
- Scott County, Kentucky
- Shawnee, Kansas
- Shawnee, Oklahoma
- Sheridan, Wyoming
- Sherman, Texas
- Sherwood, Oregon
- Shoreline, Washington
- Si View Metro Park District, Washington
- Sioux Falls, South Dakota
- South Burlington, Vermont
- South Euclid, Ohio
- Spartanburg, South Carolina
- Spring Hill, Kansas
- Springdale, Arkansas
- Springfield, Missouri
- St Charles, Missouri
- St. Francis County, Missouri
- St Joseph, Missouri
- St Louis, Missouri
- St. Louis County, Missouri
- St Peters, Missouri
- St. Paul, Minnesota
- Sugar Land, Texas
- Sunrise, Florida
- Superior, Colorado
- Surprise, Arizona
- Syracuse, New York
- Tamarac, Florida
- Tempe, Arizona
- The Colony, Texas
- The University of Missouri
- The Woodlands, Texas
- Topeka, Kansas
- Town of Normal, Illinois
- Upper Providence, Pennsylvania
- Tucson, Arizona
- Tulsa, Oklahoma
- Turlock, California
- Tuskegee, Alabama
- University Place, Washington
- Upper Dublin, Pennsylvania
- Urbana, Illinois
- Vancouver, Washington
- Ventura County, California
- Victor, New York
- Vinita, Oklahoma
- Virginia Beach, Virginia
- Waco, Texas
- Warrensburg, Missouri
- Washington, D.C.
- Waterford, Michigan
- Waukee, Iowa
- Waukesha, Wisconsin
- Wauwatosa, Wisconsin
- Wayne County, Michigan
- Weatherby Lake, Missouri
- Wentzville, Missouri
- West Des Moines, Iowa
- West Fargo, North Dakota
- Westchester, Ohio
- Westchester County, New York
- Westlake, Texas
- Westland, Michigan
- Wheeling, Illinois

- Wichita, Kansas
- Wilmington, North Carolina
- Winchester, Virginia
- Windsor, Colorado
- Winfield, Kansas
- Winnetka Park District, Illinois
- Woodinville, Washington
- Wyandotte County, Kansas
- Yuma County, Arizona

Section 2

Scope of Work

Scope of Work

Overview

ETC institute has been helping local governments use community surveys as a guiding force for setting community priorities and improving organizational effectiveness for more than two decades. Since 1999, ETC Institute has conducted survey research for more than 1,000 cities and counties across the United States. During the past five years, ETC Institute has administered surveys in 12 of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. ETC Institute has extensive experience administering community surveys in communities across the U.S.

Our ability to help organizations succeed is based on an approach that adheres to the following:

- **Continuity:** ETC institute understands the importance of monitoring resident's perceptions and how they change over time in the City's planning process. We intend to implement a research process that will allow data from previous surveys to be used as benchmarks for assessing current and future performance. This will involve using many of the same questions and response choices from previous surveys to ensure the data is comparable. It will also involve a review of the goals and objectives of the survey research to ensure the research process is designed to meet these objectives.
- **Strategic Value:** In order for survey research to serve as a powerful tool for decision making, community leaders must see value in the results. Our approach is designed to ensure the information gathered meets the informational needs of decision makers in order to encourage community leaders to use the survey data as a part of their decision-making process. If the survey results have strategic value, they will inherently become part of the process for setting master plan priorities for the City. For example, a review of the City of Fort Worth's Strategic Plan by ETC Institute led to the creation of a series of questions that now link the City's Annual Citizen Survey with the City's Strategic Plan. The City of Fort Worth also uses the data to help set budgetary priorities.
- **Performance Measurement:** Since the results of the survey will be used to help guide City decisions, the survey instrument and data analysis methodology will be designed in a manner that generates objective performance measurements. The survey will be designed to provide objective feedback for the City so departmental managers can understand the needs of citizens and improve public infrastructure. ETC Institute will work with the City to refine existing performance indices and develop new performance indices that allow City leaders to objectively assess the change in their performance from previous surveys.

Our ability to combine customer satisfaction research with our understanding of local government issues makes ETC Institute the ideal team for this project. While many organizations are good at doing survey research, most corporate and university researchers are not particularly good at helping city leaders use the data they collect. For example, in 2001, the City of Oklahoma City conducted a customer satisfaction survey for the first time. Although the

survey data was rich with findings, the firm hired by the City did not present the results in a manner that was meaningful to City staff and members of the City Council. As a result, the value of the survey research was limited, and the City did not repeat the survey for several years. In 2005, the City of Oklahoma City learned of the usefulness ETC Institute's community surveys provide from other cities who were using ETC Institute's services, so they hired ETC Institute to conduct a community survey. Since 2005, the City of Oklahoma City has used ETC Institute's services to conduct six additional surveys. Our survey data is now actively used by the City's Staff and elected officials to set city priorities.

The following pages highlight ETC Institute's methodology to conduct the City of Prairie Village 2018 Citizen Satisfaction Survey.

PHASE 1: DEVELOP THE SURVEY AND SAMPLING PLAN

Task 1.1: Design Survey Questionnaire: Once selected for the project, ETC Institute will meet with the City to discuss the goals and objectives for the project. To facilitate the survey design process, ETC Institute will review any previous surveys, as well as provide the City with sample surveys created by ETC Institute for similar projects. At this time, ETC Institute's analysis tool will also be discussed and our firm will suggest which tools would be best for the City to use. Based on input from the City, ETC Institute will develop a first draft of the survey.

ETC Institute will work closely with the City to ensure their input is utilized to create a survey that best fits the needs of the community. This includes ensuring the survey instrument is worded to obtain statistically valid and reliable results, fine-tuned to shorten the survey instrument yet obtain the vital information needed, and formatted to meet any coding requirements. It is anticipated that 3-4 drafts of the survey will be prepared before the final draft is approved by the City.

Task 1.2: Design Sampling Plan: As part of this task, the sampling plan for the survey will be finalized and the project manager will discuss which methodology is best to conduct the surveys. ETC Institute recommends administering the survey to a random sample of at least 400 residents in the City of Prairie Village. A random sample of 400 surveys would have a precision of at least +/- 4.9 at the 95% level of confidence; it would also allow the results of the survey to be analyzed by sociodemographic and geographic characteristics. ETC Institute will ensure that the results of the survey will be statistically representative of adult Prairie Village residents.

As the total number of completed surveys increases, the precision of the survey improves. Cost is a function of two major variables: (1) the length of the survey and (2) the number of completed surveys. ETC Institute will work with City staff and board members to find the right combination of these two variables to maximize your investment in our services.

Deliverable Task 1.1: The approved community survey instrument, and a description of the sampling plan.

PHASE 2: ADMINISTER THE SURVEY

Task 2.1: Administer the Survey: Once the final survey instrument is approved, ETC Institute will administer the survey methodology finalized by the City. ETC Institute has the capabilities of administering the survey by mail, phone, or internet alone. However, ETC Institute recommends using a combination of mail, phone, and internet. Given the negative impact Caller ID has had on phone survey response rates in recent years and the need to ensure diverse populations are well represented, we offer the combination mail/phone/internet to maximize the overall level of response. Even if people do not respond by mail or online, people who receive the mailed version of the survey are significantly more likely to respond to the survey by phone because they know the survey is legitimate. As needed, multiple contact attempts at various times during the week, including weekends will be made to contact adult residents. The mailed survey will include a cover letter (on City letterhead) that will explain the importance of the survey, encourage participation, and include a link to complete the survey online for citizens who prefer that option. All mailed surveys, including the cover letter, will be printed by ETC Institute.

The following are the procedures that will take place for the mail/phone/internet combination methodology. All the procedures described below would be delivered in-house at our main office:

- ETC will work with the City to develop a communication plan for the survey. As part of this task, ETC Institute will provide the City with sample press releases that can be used to notify the public about the survey. Advance publicity can significantly enhance the response rate.
- Phone interviewers working in ETC Institute’s call center will rehearse the phone version of the survey. In addition, all ETC Institute interviewers will complete ***our in-house training program*** (described in more detail later in this scope of work) and will review the protocol for the administration of the survey with a supervisor. Special attention will also be paid to the treatment of non-English speaking respondents, particularly those who speak Spanish. ETC Institute has over 20 Spanish speaking interviewers that will be assigned to work on this project.
- ETC Institute will mail a copy of the survey instrument and a postage-paid return envelope to each of the households that were selected for the survey. The survey will include a letter on City letterhead that explains the purpose of the survey and that indicates all survey responses will remain anonymous. Even if residents do not respond to the mailed version of the survey, sending the survey prior to contacting residents by phone increases the response rate because residents know the survey is legitimate. Portions of the cover letter and survey can be translated into Spanish to provide Spanish speaking residents with assurances about the legitimacy of the survey.
- The cover letter will list a toll-free number that residents can call if they have questions about the survey. The cover letter will also contain a link to an online version of the survey for those who prefer to complete the survey online.
- Approximately 10-14 days after the surveys are mailed, ETC Institute will e-mail a link to the online version of the survey to households that received a survey in the mail. These

e-mail follow-ups will significantly increase the response rate. This will **greatly reduce the probability that the results are affected by non-response bias**. Non-response bias can be a major drawback to surveys that are administered by mail alone or phone alone. When completing the online survey, residents are required to enter their home address at the end of the survey to validate their response. This is how ETC Institute can track and only include responses from residents who were randomly selected for the survey. This will also ensure that one survey is completed per household.

- Phone follow-ups will be concentrated on demographic and geographic areas where the response to the mail and online survey is low. This will ensure the survey is representative of the entire City both demographically and geographically.
- **Open Internet Option:** In addition to offering the survey to randomly sampled residents, the City may consider **the incremental cost of also offering the same web survey to the general public**. This would provide the City with a comparable survey to offer as part of the City's public outreach process. Through the use of specific design features, ETC can distinguish between the random sample responses and the general public responses.

Ensuring Representation for Non-English Speaking Populations: ETC Institute has designed and administered surveys in some of the nation's most diverse communities including: San Bernardino County (CA), Arlington County (VA), Miami-Dade County (FL), Cameron County (TX), Yuma County (AZ), and Long Beach (CA). More than one-third of the residents in several of these communities were foreign-born.

- During the past decade ETC Institute has been very successful at getting participation from residents who do not speak English. ETC Institute has the ability to translate surveys into more than 20 languages, including Russian, Cantonese, Mandarin, and Spanish. Our firm routinely conducts surveys in community that have a high percentage of non-English speaking residents, such as Arlington County (VA) where 36% of the population is foreign-born, or Miami-Dade County (FL), where more than 60% of the population is Hispanic and 10% is Creole, and Long Beach (CA), where approximately one-fifth of the population speak Khmer (Cambodian). If the City hires ETC Institute for this project, the City can be assured our translation services will be first rate.

We will guarantee the results of the survey are statistically representative of the City.

In order to ensure the non-English speaking residents of a community are well represented, ETC Institute is able to do the following:

- The cover letter that is sent with the mailed version of the survey can contain information translated into other languages, such as Spanish.
- ETC Institute can establish a toll-free number non-English (and English) speaking residents can call. Non-English speaking interviewers from our firm would be available to administer the survey over the phone. Other languages can be made available if needed.

- A demographic question can be included in the survey asking which languages other than English are spoken in the home. This would allow us to ensure non-English speaking populations are well represented in the sample.

Data Management and Quality Control: ETC Institute has an ongoing quality control and quality assurance program in place. This program has been developed and refined through our experience with hundreds of studies that involved the design and administration of surveys, focus groups, and other data collection services such as those requested in this RFP.

Core Elements of ETC Institute’s Quality Assurance Process:

- **Training of phone interviewers.** All phone interviewers are required to complete ETC Institute’s in-house training program. The program teaches new employees the appropriate methods for conducting interviews, how to respond to different situations that may occur, and how to properly record responses. All interviewers work directly under the supervision of an experienced supervisor.
- **Comprehensive survey design and review process.** All survey instruments will be reviewed by all senior members of ETC Institute’s team to ensure that all issues are adequately addressed.
- **Pre-test.** A pre-test will be conducted prior to the administration of all surveys. This will ensure that the survey instruments are understood as designed.
- **Data entry fields will be limited to specific ranges to minimize the probability of error.** The data processing system that will be used by our firm for the study alerts data entry personnel with an audible alarm if entries do not conform to these specifications.
- **ETC Institute will select at least 10% of the records at random for verification.** A supervisor will match records in the databases against the corresponding survey to ensure that the data entry is accurate and complete.
- **Double data entry will be completed for all surveys.** The data from all surveys will be entered into two independent databases by different people. The two databases will then be merged. The process will identify all records that do not match. All discrepancies will be corrected. The double data entry method ensures that survey data is 99.99% accurate.
- **Sampling Methodology.** Demographic questions will be included on each of the survey instruments. The demographic data will be used to monitor the distribution of the respondents to ensure that the responding population for each survey is representative of the universe for each sample.
- **Coordination.** Since many senior professionals will be assigned to this project, the project team will conduct a meeting via a telephonic conference call every one-two weeks to ensure that adequate progress is being made in all areas.

Deliverable Task 2: ETC Institute will provide a copy of the overall results to each question on the survey.

PHASE 3: SURVEY ANALYSIS AND REPORT

Task 3.1: Analyze the Survey Results: Following the completion of the survey, ETC Institute will perform data entry, editing, and verification of all survey responses. The analysis tools included in this project are provided on the following pages:

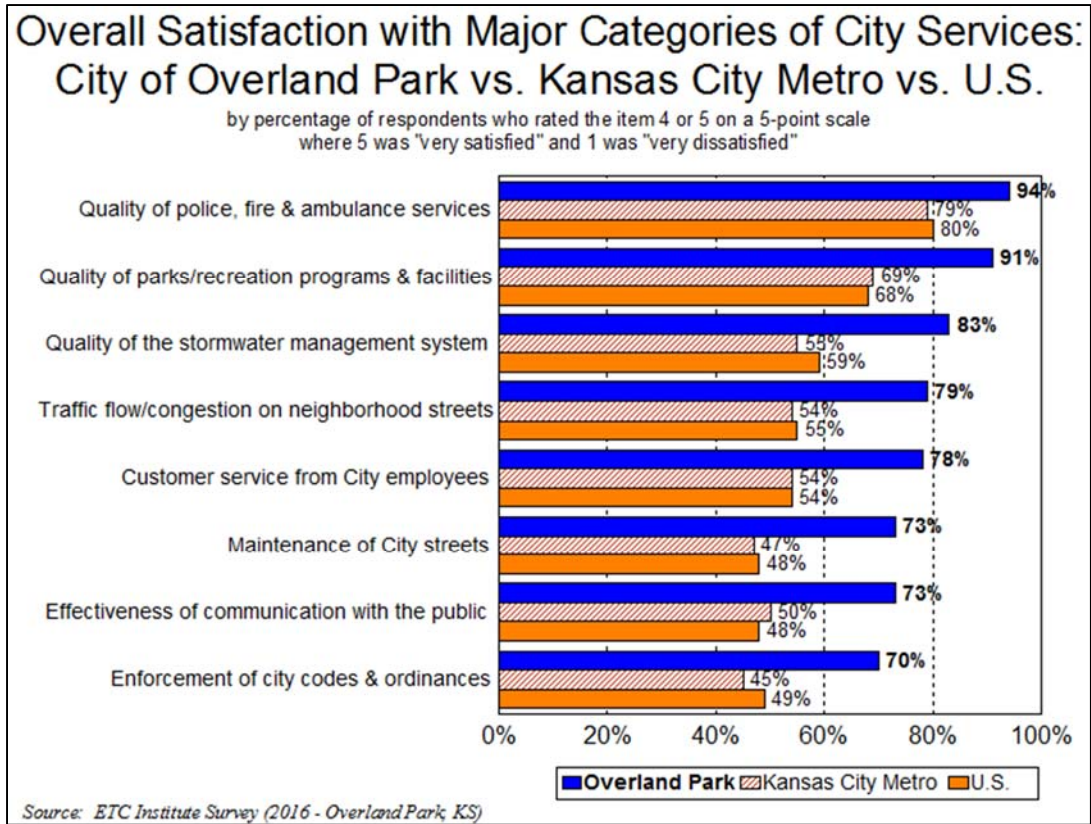
Task 3.1a: Benchmarking Analysis:

Benchmarking analysis is a highly effective tool that helps decision-makers interpret the meaning of community survey data. If 64% of residents are satisfied with the condition of City streets, is that good or bad? Without comparative data, it is difficult to know. ETC Institute maintains **national** and **regional benchmarking data** for more than 80 types of local governmental services, including the following:

- Public safety (police, fire, ambulance)
- Maintenance/public works
- Planning
- Communications
- Code enforcement
- Transportation and traffic flow
- Parks and recreation
- Utilities (water, sewer, etc.)
- Public health services
- Library services

The chart on the following page shows an example of Benchmarking data for the City of Overland Park Kansas. The chart shows Overland Park's data compared to national averages and the Kansas City Metro average. Benchmarking data can also be created using different regional and similarly sized communities for comparisons. Benchmarking data can help local governments understand how their results compare to similar communities.

Since November 1999, more than 250 cities and counties in more than 38 states have used ETC Institute's Benchmarking database to set and monitor progress toward a wide range of organizational goals. Most participating City and counties conduct the survey on an annual or biennial basis.



Task 3.1b: Conduct Importance-Satisfaction Priorities Analysis:

Importance-Satisfaction (I-S) Analysis is a tool that allows public officials to use survey data as a decision-making resource. The Importance-Satisfaction analysis is based on the concept that public agencies will maximize overall satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Importance-Satisfaction Rating is a tool that is used by ETC Institute to help public officials use survey data to establish organizational priorities. More than 175 governmental agencies currently use ETC Institute’s I-S Rating. The Importance-Satisfaction Rating is based on the concept that organizations will maximize overall customer satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

ETC Institute began using Importance-Satisfaction analysis in the 1980’s to allow governmental organizations the ability to assess the quality of service delivery. During the past 30 years, ETC Institute has continually refined the analysis to maximize its usefulness as a decision-making tool. The methodology for calculating the Importance-Satisfaction Matrix and the Importance-Satisfaction Rating will be provided if ETC Institute is selected for this study.

The table on the following page offers an example of the I-S Rating from the 2014 City of Dallas

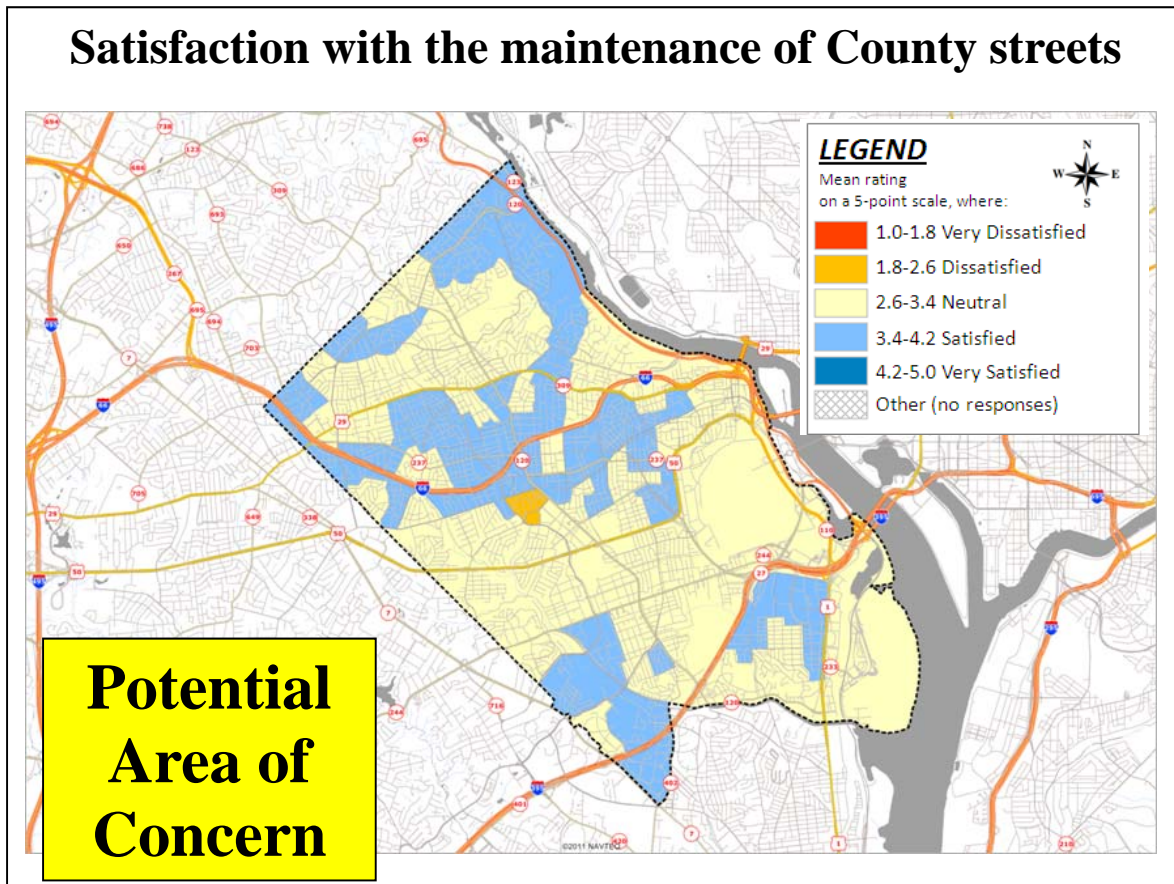
Community Survey. The table shows that the City of Dallas could maximize resident satisfaction with parks and recreation services by investing in walking and biking trails, City parks, and the appearance/maintenance of parks. Investments in the City’s golf courses would have the least impact on overall satisfaction with the City’s parks and recreation system.

2014 Importance-Satisfaction Rating City of Dallas Park and Recreation Services						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Walking and biking trails in the City	35%	2	60%	7	0.1400	1
City parks	36%	1	71%	2	0.1044	2
Appearance/maintenance of parks	29%	3	65%	3	0.1015	3
Medium Priority (IS <.10)						
Outdoor swimming facilities	15%	8	35%	14	0.0975	4
Recreation programs or classes	17%	4	58%	10	0.0714	5
Range/variety of recreation programs/classes	15%	7	54%	12	0.0690	6
Recreation centers/facilities	16%	5	59%	8	0.0656	7
Outdoor athletic facilities	15%	6	59%	9	0.0615	8
Ease of registering for recreation programs/events	9%	11	55%	11	0.0405	9
Accessibility of parks	12%	9	70%	2	0.0360	10
Accessibility of recreation centers/facilities	10%	10	64%	4	0.0360	11
Indoor swimming facilities	5%	14	36%	13	0.0320	12
Appearance of recreation centers/facilities	8%	12	62%	6	0.0304	13
City golf courses	7%	13	62%	5	0.0266	14

Task 3.1c: GIS Mapping:

ETC Institute can prepare maps that show the results of specific questions on the survey. ETC Institute will geocode the home address of resident survey respondents to latitude and longitude coordinates. This allows our team to generate maps that visually show how satisfied residents are with the delivery of City services in different parts of the City. ETC Institute can create maps that show which parts of the City have the lowest and highest concentrations of satisfaction.

GIS mapping is an effective tool for communicating the results of the survey to elected officials and the general public. For example, the map on the following page identifies areas in Arlington County, Virginia where residents were dissatisfied with the maintenance of County streets. The shaded colors on the map correspond to the level of satisfaction. Areas of blue indicate higher levels of satisfaction, yellow areas indicate neutrality and orange or red areas indicate dissatisfaction.



Prepare Final Report: At a minimum, the final report will include the completion of the following items:

- The development of a final written report that includes, at a minimum, the following:
 - an executive summary that includes a background of the survey, a description of the survey methodology, and major findings
 - charts and graphs for all questions on the survey
 - benchmarking analysis that shows how the City compares to other communities throughout the U.S.
 - trend analysis comparing the 2018 results to past results
 - tables showing the results for all questions on the survey, including all demographic questions and any open-ended questions
 - copy of the survey instrument
- ETC Institute can make an on-site visit to the City for a formal on-site presentation of the survey results to City Council and Department Heads.

Deliverable Task 3: ETC Institute will prepare and submit 1 copy of the draft report for the City to review. Once the City provide feedback on the draft report, ETC Institute will prepare 10 bound copies of the final report. Electronic copies of the final report will be made available to the City.

Section 3

References

References

City of Olathe, Kansas

J. Michael Wilkes, City Manager
100 E. Santa Fe Street, Olathe, Kansas
Phone: 913-971-8700

Email: JMWilkes@OlatheKS.org

Dates: Community 2000-2017, Quarterly Surveys started in 2013

Work Description: Yearly community surveys, divided into four quarterly surveys.

City of Dallas, Texas

LaToya Jackson, Assistant Director Center of Performance Excellence
Dallas City Hall
1500 Marilla Street, Dallas, Texas

Phone: 214-671-8878

Email: Latoya.Jackson@DallasCityHall.com

Work Description: Community Surveys 2009, 2011, 2013, 2014, and 2016; Business Survey 2015

City of Oklahoma City, Oklahoma

Doug Dowler, Budget Director
100 North Walker, Oklahoma City, Oklahoma

Phone: 405-297-2814

Email: Doug.Dowler@OKC.gov

Work Description: Community Surveys 2005-2016; Business Survey 2014

City of Kansas City, Missouri

Kate Bender, Senior Performance Analyst
Office of the City Manager
414 E. 12th Street, 13th Floor, Kansas City, Missouri

Phone: 816-513-6567

Email: Kate.Bender@KCMO.org

Work Description: Community Surveys 2000-2016; Business Surveys 2011-2016

Section 4

Project Schedule

Project Schedule

ETC Institute's research plan has been designed to be completed responsive to the RFP. Since the surveys will be administered in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the City.

Month 1 – Design Survey Instrument

- Kick-off meetings to discuss survey goals and objectives
- City delivers past survey instruments to ETC Institute for review
- ETC Institute provides the City with examples of surveys for review
- City provides feedback on survey examples
- ETC institute provides the City first draft of survey instrument
- The City and ETC Institute discuss first draft of survey instrument
- City provides letterhead and works with ETC Institute to develop message for cover letter
- ETC Institute continues to revise the survey as needed based on input from the City
- City approves the survey instrument

Month 2 – Administer Survey

- Survey instrument and cover letter is printed and prepared for mailing
- Online surveys are developed
- Surveys are mailed to a rand sample of households in the City
- Data collection begins
- Data collection is completed

Month 3

- Preliminary survey results are sent to the City in tabular format
- ETC Institute prepares and delivers draft report to City for review
- Changes and edits to the draft report are discussed and executed
- Final written report is delivered

TBD

- On-site presentation

Section 5

Project Budget

ETC Institute 2017 Survey Fee Schedule

Number of completed surveys precision w/95% level of confidence at City level	400 +/-4.9%	500 +/-4.4%
Survey Design and Sampling Plan	\$3,000	\$3,000
Administer Survey 13-16 minute survey (5-6 pages in length)	\$10,250	\$12,475
Formal Report with summary and charts	included	included
Benchmarking Analysis	included	included
Importance-Satisfaction Analysis	included	included
GIS Mapping	\$1,250	\$1,250
Crosstabulations for Key Demographic Groups	Included	Included
Two On-Site Visits	\$500	\$500
Total Proposed Fee	\$15,000	\$17,225

Sample Fee: The cost to administer a 13-16 minute survey to a random sample of 400 residents, prepare a formal report, including importance-satisfaction analysis, benchmarking analysis, GIS maps, and crosstabulations for key demographic groups and make one on-site presentation of the results would be:
 $\$3,000 + \$10,250 + \$1,250 + \$500 = \$15,000$

Consensus Building Workshops: \$1,000 ETC Institute can facilitate workshops with senior managers and the City Council to build consensus around top priorities for the City, based on the results of the survey. A representative from ETC Institute will meet with individual department managers and present their department-specific results with an emphasis on the top priorities that were derived from the results of the survey. This is in addition to a presentation of the overall results.

Section 6

Resumes of Key Personnel

Resumes of Key Personnel Assigned to the Project

The ETC Institute Team was assembled based on a thorough review of the requested scope of services. The staff members selected to fill key roles must have extensive experience which exceeds the technical requirements for this project. The core skills identified by our team are listed below:

- Strong project management skills and extensive experience with the management of research studies for local government organizations
- Statistical sampling expertise
- Knowledge of local government organizations, especially community surveys

All services will be performed, in-house, by ETC Institute staff. ETC Institute has its own mailing department, call center, and web design team. The key members of the project team who will be assigned to the project are listed below:

- **Jason Morado** will assume the role of Senior Project Manager. Mr. Morado has more than 15 years of experience in the design, administration and analysis of community market research. He has served as the project manager and senior researcher on community research projects for over 400 local governmental organizations throughout the United States. Mr. Morado has also served as the project manager and senior researcher for over 150 parks and recreation need assessment surveys across the United States.
- **Chris Tatham** has managed more than 2,500 community surveys for local governmental organizations across the United States, including numerous surveys throughout the state of Illinois. He has conducted community surveys in nine of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. He has more experience with the design and interpretation of community survey research for local governments than anyone in the nation. He excels in using survey data to facilitate consensus about organizational priorities. His understanding of local government issues combined with his local experience make him ideally suited to help the City achieve their goals and objectives for this project. Mr. Tatham will service as a Senior Consultant and will assist the Project manager in the review and design of the survey instruments, as well as the final report.
- **Dr. Elaine Tatham** will assume the role of Data Manager. Dr. Tatham is a national expert in the survey design and sampling methodology. She has more than 35 years of experience in marketing research, demography, information management, statistical applications, strategic planning, forecasting, simulation, and operations research for management decision-making. Dr. Tatham is the president and founder of ETC Institute. Dr. Tatham has designed the research methodology for hundreds of research studies across the United States including numerous surveys throughout the state of Illinois.

- **Ryan Murray** will assume the role of Assistant Project Manager. Mr. Murray has 10 years of experience in administration, development, supervision, and research analysis involving a wide variety of fields. He has served as the senior researcher on projects for over 50 local governmental organizations throughout the U.S.

Resumes for each of our project staff are provided on the following pages.



CHRISTOPHER TATHAM

CEO

ETC Institute

725 W. Frontier Circle, Olathe, KS 66061

ctatham@etcinstitute.com

(913) 829-1215



EDUCATION

M.B.A., Management, Kansas State University, 1996, first in class

B.A., Princeton University, Political Science/Economics, 1990, magna cum laude

Certificate of Proficiency in Latin American Studies, Princeton University, 1990

SUMMARY OF EXPERIENCE

Mr. Tatham is one of the nation’s leading authorities on the development of qualitative and quantitative customer satisfaction research for state and local governments. During the past ten years, he has designed and implemented customer satisfaction assessments for more than 500 governmental agencies in 41 states.

He has superior skills for planning and coordinating complex tasks that are required for the successful administration of comprehensive customer satisfaction research programs. During the past year, he managed more than \$5 million dollars worth of research projects with budgets ranging from \$2,000 to more than \$2 million.

Mr. Tatham is a highly skilled interviewer and focus group facilitator. His experience includes interviews with foreign cabinet members, Heads-of-State, ambassadors, and numerous leaders at all levels of government and business in the United States, Mexico, and Canada. His communication skills (both English and Spanish) are excellent and he is extremely successful at getting quality feedback. During the past year, he facilitated more than 100 focus groups and nearly 200 stakeholder interviews.

Presentations and talks given by Mr. Tatham to regional and national audiences include: “How to Increase Customer Satisfaction with Effective Communication,” (American Waterworks Association Research Foundation - Washington, D.C.); “How Municipal Departments Can Implement Effective Customer Satisfaction Programs on a Limited Budget,” (Government Training Institute of Kansas and Missouri); “Benchmarking Citizen Satisfaction with the Delivery of Governmental Services” (Mid America Regional Council - Kansas City, MO); “Best Practices in Community Survey Research,” National Association of Counties - New Orleans).

His representative project experience is briefly summarized below:

Customer Survey REsearch

Citizen Satisfaction Surveys

Mr. Tatham *has managed Customer Survey Research for dozens of governmental and private sector clients, including the following large governmental organizations:*

- Atlanta, Georgia
- Austin, Texas
- Broward County, Florida
- Buffalo, New York
- Colorado Springs, Colorado
- Columbus, Ohio
- Coral Springs, Florida
- DeKalb County, Georgia
- Denver, Colorado
- Des Moines, Iowa
- Detroit, Michigan
- Dupage County, Illinois
- Durham, North Carolina
- Fairfax County, Virginia
- Fort Lauderdale, Florida
- Fort Worth, Texas
- Fulton County, Georgia
- Houston, Texas
- Kansas City, Missouri
- Las Vegas, Nevada
- Los Angeles, California
- Louisville, Kentucky
- Mesa, Arizona
- Miami-Dade County, Florida
- Nashville, Tennessee
- Norfolk, Virginia
- Oakland, California
- Oklahoma City, Oklahoma
- Phoenix, Arizona
- Providence, Rhode Island
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- St. Louis, Missouri
- St. Paul, Minnesota
- Tucson, Arizona
- U.S. Army Installation Management Agency
- U.S. National Parks Service
- Washington, D.C.
- Wayne County, Michigan

Other Experience:

Developed and implemented ETC Institute’s ***DirectionFinder® Survey*** which allows more than 200 communities across the United States to objectively assess community priorities and customer satisfaction against regional and national benchmarks for a wide range of governmental services.

Developed and implemented an ongoing internal and external organizational surveys which are used by dozens of organizations to *generate performance measures to assess the progress towards achieving the strategic goals and objectives and to help set priorities for operating and capital budgets.*

Managed a large international customer satisfaction research project for the ***American Waterworks Association Research Foundation (AWWARF)*** that involved the design and administration of more than 5,000 surveys and 70 focus groups in five metropolitan areas in North America, including Seattle, Phoenix, Kansas City, Calgary, and Bridgeport.

Transportation Research Experience.

Mr. Tatham has a very comprehensive understanding or a wide range of transportation issues. Some of the organizations for whom Chris has managed transportation related market research include:

- Arizona Department of Transportation
- Atlanta Regional Commission (the mpo for the Atlanta area)
- CalTrans (California Department of Transportation)
- Colorado Department of Transportation
- Des Moines Metropolitan Transportation Authority
- Greater Buffalo-Niagara Regional Transportation Council (the mpo for the Buffalo area)
- HART | Honolulu Transit Authority
- Indiana Department of Transportation
- Iowa Department of Transportation
- Kansas City Area Transportation Authority
- Kansas Department of Transportation
- Kentuckiana Planning and Development Agency (the mpo for the Louisville area)
- Mid America Regional Council (the mpo for the Kansas City area)
- Missouri Department of Transportation
- Nashville MTA
- North Central Texas Council of Governments
- North Carolina Department of Transportation
- Ohio Department of Transportation
- Oklahoma Department of Transportation
- South Carolina Department of Transportation
- South Dakota Department of Transportation
- Southeast Michigan Council of Governments (the mpo for the Detroit area)
- Southern California Association of Governments
- Stanislaus Council of Governments
- Tennessee Department of Transportation
- Texas Department of Transportation
- Valley Metro Regional Public Transportation Authority

Mr. Tatham has managed Internal Organizational Surveys/Assessments for the following organizations:

- | | |
|-------------------------------------------|---------------------------------------|
| • City of Olathe, Kansas | • City of Lawrence, Kansas |
| • City of Fort Lauderdale, Florida | • Kansas Department of Transportation |
| • Broward County, Florida | • University of Health Sciences |
| • City of Kansas City, Missouri | • City of Blue Springs |
| • City of Coconut Creek, Florida | • City of Kansas City, Missouri |
| • Sprint Corporation | • City of Lee’s Summit, Missouri |
| • Greater Kansas City Chamber of Commerce | • San Antonio, Texas |

Publications on Customer Satisfaction Related Issues

- ‘Ten Steps To Increase Customer Loyalty.’ *Services*, Vol. 25, No. 5 (May), 2005.

- 'Expand Your Roto Customer Base by Inspecting What You Expect.' *RotoWorld*, 2005, Vol 1, No. 2 (March-April).
- 'Increase Customer Loyalty in 10 Easy Steps.' *HVACR Distribution Today*, Winter 2004/2005
- 'Steps to Customer Loyalty.' *NAHAD News*, February, 2005.
- 'Inspecting What You Expect Keeps Customers Coming Back.' *e-Mhove*,
- 'Market Research: The Key to Creating Loyal Customers.' *Chemical Distributor*, 2005, Vol. 27, No. 1 (Jan.).
- "Customer Satisfaction and the Impact of Communications," Project 2613, American Water Works Association Research Foundation, 2004.
- 'Using Market Research to Assess Customer Satisfaction.' *IEC Insights*, November/December, 2004, Vol. 6.

Mr. Tatham has served as political advisor and conducted survey research that led to voter approval of projects valued at more than \$2 billion during the past six years, including:

- Kansas City Area Transportation Authority Sales Tax
- City of Bonner Springs Sales Tax
- City of Olathe Parks and Recreation Sales Tax
- City of Independence Stormwater Sales Tax
- City of Joplin Parks Sales Tax
- City of Kirkwood Aquatic Center and Ice Skating Facility Sales Tax
- Jefferson City School District Bond Issue
- Johnson County Education Sales Tax
- Kansas City School District Bond Issue
- Rolla School District Bond Issue
- City of Olathe Charter Amendments
- City of Casper Indoor Aquatics Center
- City of Columbia Community Recreation Center
- Platte County Trails Tax
- City of Lenexa Stormwater Sales Tax
- City of Independence Streets Improvements Sales Tax
- City of Grandview Transportation Sales Tax
- City of Liberty Transportation Sales Tax
- City of Liberty, Missouri, Public Safety Sales Tax
- City of Liberty, Missouri, Parks and Recreation Sales Tax

Current Position

Mr. Tatham is currently serving as the ***Chief Executive Officer*** for ETC Institute, a market research firm that specializes in the design and administration of customer satisfaction research for governmental, nonprofit, and private organizations. Areas of emphasis include: transportation, planning and zoning, parks and recreation, public safety, and utilities. Under his leadership as Director of Operations, the company's sales have increased by more than 1500% since 1996. The company was selected as one "One of the Best Places to Work in Kansas City" by the Kansas City Business Journal. ETC Institute also received the prestigious "Top 10 Small Businesses in Greater Kansas City" award from the Greater Kansas City Chamber of Commerce; the firm was selected from more than 1700 nominees.



Dr. ELAINE TATHAM

PRESIDENT

ETC Institute

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etatham@etcinstitute.com

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EDUCATION

Ed.D, Educational and Psychological Research, University of Kansas, 1971

M.A., Mathematics, University of Kansas, 1960

B.A., Mathematics, Carleton College, 1958

PROFESSIONAL AFFILIATIONS

Olathe Medical Center Board of Trustees, member.

National Association of Women Business Owners

Institute of Management Consultants (New York City)

Mathematical Association of America; served as president of the Kansas Section from 1979-80

City of Olathe, KS, Planning Commission, 1982 to 1992; served as chair 1987-88

Mid-America Regional Council: Urban Core Growth Strategies Committee (1991-92)

Citizens' Advisory Committee to the Kansas City Power & Light Company (1982-1990)

SUMMARY OF EXPERIENCE

Dr. Tatham is president and 100% owner of ETC Institute, a management consulting firm that does consulting with a focus on evaluation, research design, market research, information management, statistical applications, and analysis. She has both the experience and academic credentials to design of customer satisfaction research, monitor the research, and make a final assessment of the results.

She was a member of the Olathe Planning Commission for almost ten years and served as chair of the commission. She is a member of the Board of Directors for Olathe Medical Center and currently serves a chair of the patient satisfaction committee. She has been instrumental in the design and successful administration of patient satisfaction surveys for several health related organizations.

She is a certified management consultant through the Institute of Management Consultants (New York City). She is an adjunct lecturer in the University of Kansas graduate Engineering Management program. Her specialties include operations research, forecasting, and system simulation for management decision-making.

Dr. Tatham was a Profile feature on the front page of the July 17, 1992 Kansas City Business Journal. She has been the Olathe "Woman of the Year" and received the John T. Barton award for service to the Olathe Community (including almost 10 years as a planning commissioner.)

She gave a talk "Know Your Market" at the first Transportation Management Summit sponsored by the TMA Council of the Association of Commuter Transportation with the support of the Federal Highway Administration, Federal Transit Administration, and U. S. Department of Energy. Williamsburg, Virginia, November 1992. She returned to the second meeting held in Palm Springs.

Dr. Tatham's expertise includes:

- She has extensive experience in designing research tools in formats that encourage respondent participation
- She has managed more than 500 research projects across the United States
- She has unsurpassed experience in the field of developing and applying performance measurements. She developed the data collection methodology that is used for the "report card" that is published annually by Partnership for Children, one of the Midwest's leading children's advocacy groups.

Dr. Tatham's current responsibility is:

1982 – present; ETC Institute, Olathe, Kansas, President and Owner

Senior executive of a company that provides management consulting services including marketing research, demography, information management, statistical applications, strategic planning, forecasting, simulation, and operations research for management decision-making. Focus is on the acquisition and display of information for management decision-making. Clients include businesses, public school systems, colleges, vocational technical schools, governmental units, and not-for-profit agencies.



JASON MORADO
Senior Project Manager

ETC Institute
725 W. Frontier Circle, Olathe, KS 66061
jmorado@etcinstitute.com
(913) 829-1215



EDUCATION

M.B.A., Webster University, 2009
B.S. in Business Administration – Marketing, Avila University 2000

SUMMARY OF EXPERIENCE

Mr. Morado has over 15 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 300 local governmental organizations throughout the U.S. Mr. Morado is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. He has also led the coordination and facilitation of focus groups and stakeholder interviews for a wide range of topics. Mr. Morado has planned, coordinated and supervised the administration of transportation studies, and has served as an on-site supervisor for the administration of transportation surveys in over a dozen states.

RELEVANT PROJECT EXPERIENCE

Citizen Satisfaction Surveys

Mr. Morado has served as a project manager for over 100 citizen satisfaction surveys for local governmental organizations. Some of these organizations include:

- Auburn, CA
- Austin, TX
- Bensenville, IL
- Cabarrus County, NC
- Casper, WY
- Cedar Hill, TX
- Chapel Hill, NC
- Clayton, MO
- Chickasha, OK
- Columbia, MO
- Dallas, TX
- Davenport, IA
- Des Moines, IA
- Durham County, NC
- Fort Lauderdale, FL
- Gardner, KS
- Glencoe, IL
- Glenview, IL
- Greenville, NC
- Hallandale Beach, FL
- High Point, NC
- Hyattsville, MD
- Johnston, IA
- Johnson County, KS
- Jonesboro, AR
- Kansas City, MO
- Kennesaw, GA
- King County, WA
- Kirkwood, MO
- Las Vegas, NV

- Lawrence, KS
- Louisville, KY
- McAllen, TX
- Midwest City, OK
- Missouri City, TX
- Montrose, CO
- Mountain Brook, AL
- Mount Prospect, IL
- Newport, RI
- Oklahoma City, OK
- Olathe, KS
- Pinehurst, NC
- Plano, TX
- Raymore, MO
- Rolla, MO
- Saint Joseph, MO
- San Antonio, TX
- Shawnee, KS
- Shoreline, WA
- Sugar Land, TX
- Tempe, AZ
- Vancouver, WA

Parks and Recreation Surveys

Mr. Morado has served as a project manager for over 100 parks and recreation surveys for local governmental organizations. Some of these organizations include:

- Atlanta, GA
- Arlington County, VA
- Bend, OR
- Blue Springs, MO
- Burlleson, TX
- Casa Grande, AZ
- Cedar Rapids, IA
- Champaign, IL
- Cincinnati, OH
- Columbus, OH
- Denver, CO
- Des Moines, IA
- East Baton Rouge Parish, LA
- Eau Claire, WI
- Edmonds, WA
- Iowa City, IA
- Henderson, NV
- Geneseo, IL
- Kent, WA
- Kettering, OH
- Lake St. Louis, MO
- Las Cruces, NM
- Lenexa, KS
- Longview, TX
- Los Angeles, CA
- Lubbock, TX
- Mesa, AZ
- Mecklenburg County, NC
- Miami, FL
- Milwaukee County, WI
- Naperville, IL
- Oakland County, MI
- Orlando, FL
- Overland Park, KS
- Peoria, AZ
- Raleigh, NC
- Redmond, WA
- Richland County, SC
- Round Rock, TX
- Salvation Army (numerous locations)
- San Diego, CA
- San Francisco, CA
- Southlake, TX
- St. Paul, MN
- U.S. Army Installation Management Command
- U.S. Marine Corps
- U.S. National Park Service
- Valparaiso, IN
- Virginia Beach, VA
- Washington D.C.

Transportation Research Studies

Mr. Morado has assisted in the design and administration of research for a wide range of transportation studies. Some of the organizations for whom he has assisted in transportation related research include:

- Atlanta Regional Commission (the MPO for the Atlanta area)
- Colorado Department of Transportation
- Des Moines Metropolitan Transportation Authority
- Fayetteville Area Metropolitan Planning Organization
- Greater Buffalo-Niagara Regional Transportation Council
- Kansas City Area Transportation Authority
- Kansas Department of Transportation
- Mid America Regional Council (the MPO for the Kansas City area)
- Missouri Department of Transportation
- Nashville Metropolitan Transit Authority
- North Carolina Department of Transportation
- North Central Texas Council of Governments
- South Carolina Department of Transportation
- Southeast Michigan Council of Governments (the MPO for the Detroit area)
- Tennessee Department of Transportation
- Texas Department of Transportation
- Utah Transit Authority

PUBLICATIONS

Cicerone, B., Hekele, A. and Morado, J. Strengthen Your Competitive Position – Apply Continuous Process Improvement To The Process For Managing Customer Loyalty. *Management World* (published on-line [www.icpm.biz] by the Institute of Certified Professional Managers, Harrisonburg, VA), 2009 (November/December).

Cicerone, B., Hekele, A., and Morado, J. Manage Customer Satisfaction Proactively! *FEMSA News* (published by The Fire and Emergency Manufacturers and Services Association, Lynnfield, MA). 2009 (Summer). Pages 16 and 19.

Cicerone, B., Hekele, A., and Morado, J. Applying Continuous Process Improvement To Your Market Research Increases Customer Loyalty. *Marketing Times* (published in the website of the Sales & Marketing Executives International, www.smei.org). 2009 (June/July). Pages 6 – 8.

Cicerone, B., Hekele, A., and Morado, J. Stop Managing Customer Satisfaction Reactively. *Industrial Management* (published by the Institute of Industrial Engineers, Norcross, GA), 2009 (May/June). Pages 27 – 30.

Cicerone, B., Hekele, A., and Morado, J. Gain A Competitive Advantage. *The Magazine* (published by the Printing Industries of America, Sewickley, PA), 2009 (May). Pages 15 – 17.

Cicerone, B., Hekele, A., and Morado, J. Use Continuous Process Improvement To Better Manage Customer Loyalty. *Alert! Magazine Online* (published in the website of the Marketing Research Association, www.mra-net.org), 2009 (April).

Cicerone, B., Hekele, A. and Morado, J. Gain A Competitive Advantage: Apply Continuous Process Improvement To The Process For Managing Customer Loyalty. Published in the website of the Business Marketing Association, (www.marketing.org), 2009 (February).

Cicerone, B., Hekele, A., and Morado, J. Keep Customers Coming Back By Inspecting What You Expect. 2009 (January 20). Posted to the Resource Portal section of the website of The Greater Kansas City Chamber of Commerce (www.kcchamber.com).



RYAN MURRAY
Project Manager
 ETC Institute
 725 W. Frontier Circle, Olathe, KS 66061
rmurray@etcinstitute.com
 (913) 254-4598



EDUCATION

B.S., Public Administration, The University of Kansas

SUMMARY OF EXPERIENCE

Mr. Murray has over 10 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute Mr. Murray has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. His current role as Senior Researcher includes quantitative and qualitative research, report writing, benchmarking research, survey development, and statistical analysis. Mr. Murray has also held a supervisory role within the firm. In his previous role he planned, coordinated and supervised the administration of large scale origin-destination transportation studies on multiple projects across the country. Over the past two years, Mr. Murray has worked as a Senior Researcher on projects for over 50 state, county, local, and private sector clients. Below are some examples of the clients Mr. Murray has worked for.

PROFESSIONAL EXPERIENCE

Transportation Clients

- **Columbus, Ohio** – Central Ohio Transit Authority
- **St. Louis, Missouri** – East West Gateway Council of Governments
- **Salt Lake City, Utah** – Utah Transit Authority
- **Dallas, Texas** – Dallas Area Rapid Transit
- **Las Vegas, Nevada** – Regional Transportation Commission of Southern Nevada
- **San Francisco, CA** – Bay Area Rapid Transit

Community Survey and Needs Assessment Clients

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Aberdeen, South Dakota • Auburn Alabama • Augusta, Georgia • Austin, Texas • Blue Springs, Missouri • Cape Coral • Cary, Illinois • Chapel Hill, North Carolina • Dallas, Texas • Denver Regional Council of Governments, Colorado | <ul style="list-style-type: none"> • Des Moines Area Regional Transit Authority, Iowa • Des Moines, Iowa • Des Plaines, Illinois • Doral, Florida • Durham, North Carolina Police Department • EMBARK, Oklahoma • Fauquier County Parks, Virginia • Flower Mound, Texas • Genessee County, Illinois • Geneva, Illinois • Grand Prairie, Texas |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- Houston Metro, Texas
- Johnson County, Kansas
- Kansas City, Kansas
- Kansas City, Missouri
- Kennesaw, Georgia
- Kettering, Ohio
- Las Vegas, Nevada
- Maricopa Association of Governments, Arizona
- Miami Dade County, Florida
- Missouri City, Texas
- Oklahoma City, Oklahoma
- Olathe, Kansas
- Palm Beach, Florida
- Pearland, Texas
- Rowan County, North Carolina
- Shoreline, Washington
- St. Joseph, Missouri
- St. Louis, Missouri
- Tacoma, Washington
- Tucson, Arizona
- Valparaiso, Indiana
- Washougal, Washington
- Wauwatosa, Wisconsin
- Webster Groves Library, Missouri
- Winnetka, Illinois
- Wyandotte County, Kansas

Section 7

Sample Citizen Surveys



Dear Lenexa Resident,

The City of Lenexa is conducting a survey of residents to gather information about city priorities and the quality of city programs and services. The survey is part of our ongoing strategic planning process, which is designed to provide residents with the best services possible.

Please take a few minutes to complete and return this survey in the next few days. A postage-paid return envelope, addressed to ETC Institute, has been provided for your convenience. We have selected ETC Institute as our partner for this project because of its outstanding record of performance in working with communities nationwide. ETC will compile the results and present a report to the city in the weeks ahead. The report will be a valuable resource as we work to provide you with the most responsive government possible. Look for a summary of the survey results in a future issue of the *Lenexa TownTalk* and on the city's website, www.lenexa.com.

If you have any questions, please call Denise Rendina, Communications Director, at (913) 477-7527 or DRendina@Lenexa.com. Thank you for your participation in this important process.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Boehm", written over a light blue rectangular background.

Michael A. Boehm
Mayor

2017 City of Lenexa Citizen Survey



Please take a few minutes to complete this survey. Your input is an important part of the City's planning process and will be used by City leaders to make planning and investment decisions. If you have questions, please call the Communications Division at 477-7527.

1. **Overall.** Please rate your overall satisfaction with the following major categories of services provided by the City of Lenexa. Please rate each item on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of police, fire, and ambulance services	5	4	3	2	1	9
2. Overall quality of City parks and recreation programs and facilities	5	4	3	2	1	9
3. Overall maintenance of City streets	5	4	3	2	1	9
4. Overall maintenance of buildings & facilities	5	4	3	2	1	9
5. Overall enforcement of City codes and ordinances	5	4	3	2	1	9
6. Overall quality of customer service you receive from City employees	5	4	3	2	1	9
7. Overall effectiveness of City communication with the public	5	4	3	2	1	9
8. Overall quality of the City's stormwater runoff/stormwater management system	5	4	3	2	1	9
9. Overall flow of traffic and congestion management in the City	5	4	3	2	1	9

2. Which THREE of the services listed in Question 1 do you think are MOST IMPORTANT for the City to provide? [Write-in your answers below using the numbers from the list in Question 1, or circle 'NONE'.]

1st: ____ 2nd: ____ 3rd: ____ NONE

3. **Perceptions of Lenexa.** Several items that may influence your perception of the City of Lenexa are listed below. Please rate your satisfaction with each item on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
2. Overall image of the City	5	4	3	2	1	9
3. How well the City is planning growth	5	4	3	2	1	9
4. Overall quality of life in the City	5	4	3	2	1	9
5. Overall appearance of the City	5	4	3	2	1	9
6. Overall quality of services provided by the City	5	4	3	2	1	9

4. **Overall Ratings of Lenexa.** Please rate the City of Lenexa on a scale of 5 to 1, where 5 means "Excellent" and 1 means "Poor", with regard to each of the following.

How would you rate Lenexa...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place where you would buy your next home	5	4	3	2	1	9
5. As a place to retire	5	4	3	2	1	9

5. **City Leadership.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of leadership provided by the City's elected officials	5	4	3	2	1	9
2. Overall effectiveness of appointed boards and commissions	5	4	3	2	1	9
3. Overall effectiveness of the City Administrator and appointed staff	5	4	3	2	1	9

6. **Public Safety.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of local police protection	5	4	3	2	1	9
02. The visibility of police in neighborhoods	5	4	3	2	1	9
03. The visibility of police in retail areas	5	4	3	2	1	9
04. How quickly police respond to emergencies	5	4	3	2	1	9
05. The City's efforts to prevent crime	5	4	3	2	1	9
06. Police safety education programs	5	4	3	2	1	9
07. Enforcement of local traffic laws	5	4	3	2	1	9
08. Overall quality of local fire protection	5	4	3	2	1	9
09. The location of fire stations	5	4	3	2	1	9
10. How quickly fire department personnel respond to emergencies	5	4	3	2	1	9
11. Fire safety education programs	5	4	3	2	1	9
12. Quality of local ambulance service	5	4	3	2	1	9
13. Travel safety on city roads and intersections	5	4	3	2	1	9
14. Quality of animal control	5	4	3	2	1	9

7. **Which TWO of the public safety services listed in Question 6 do you think are MOST IMPORTANT for the City to provide?** *[Write-in your answers below using the numbers from the list in Question 6, or circle 'NONE'.]*

1st: ____ 2nd: ____ NONE

8. **City Maintenance.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of City streets	5	4	3	2	1	9
02. Maintenance of City sidewalks	5	4	3	2	1	9
03. Maintenance of street signs	5	4	3	2	1	9
04. Maintenance of traffic signals	5	4	3	2	1	9
05. Maintenance/preservation of Old Town Lenexa	5	4	3	2	1	9
06. Maintenance of city buildings	5	4	3	2	1	9
07. Snow removal on major City streets	5	4	3	2	1	9
08. Snow removal on neighborhood streets	5	4	3	2	1	9
09. Mowing and trimming along City streets and other public areas	5	4	3	2	1	9
10. Overall cleanliness of City streets and other public areas	5	4	3	2	1	9
11. Adequacy of City street lighting	5	4	3	2	1	9

9. **Which TWO of the city maintenance services listed in Question 8 do you think are MOST IMPORTANT for the City to provide?** *[Write-in your answers below using the numbers from the list in Question 8, or circle 'NONE'.]*

1st: ____ 2nd: ____ NONE

10. **Code Enforcement.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Enforcing the cleanup of litter and debris on private property	5	4	3	2	1	9
2.	Enforcing the mowing and trimming of grass and weeds on private property	5	4	3	2	1	9
3.	Enforcing the maintenance of residential property	5	4	3	2	1	9
4.	Enforcing the exterior maintenance of business property	5	4	3	2	1	9
5.	Enforcing codes designed to protect public safety and health	5	4	3	2	1	9
6.	Enforcing sign regulation	5	4	3	2	1	9

11. Which TWO of the code enforcement services listed in Question 11 do you think are the MOST IMPORTANT for the City to provide? [Write-in your answers below using the numbers from the list in Question 10, or circle 'NONE'.]

1st: ____ 2nd: ____ NONE

12. **Parks and Recreation.** For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Maintenance of City parks	5	4	3	2	1	9
02.	The number of City parks	5	4	3	2	1	9
03.	Walking and biking trails in the City	5	4	3	2	1	9
04.	City swimming pools	5	4	3	2	1	9
05.	New Lenexa Rec Center	5	4	3	2	1	9
06.	Outdoor athletic fields (i.e. baseball, soccer, and softball)	5	4	3	2	1	9
07.	The City's youth athletic programs	5	4	3	2	1	9
08.	The City's adult athletic programs	5	4	3	2	1	9
09.	Other City recreation programs, such as classes, trips, and special events	5	4	3	2	1	9
10.	Ease of registering for programs	5	4	3	2	1	9
11.	Fees that are charged for recreation programs	5	4	3	2	1	9
12.	City skate park	5	4	3	2	1	9
13.	Arts and cultural programs	5	4	3	2	1	9

13. Which TWO of the Parks and Recreation services listed in Question 12 do you think are MOST IMPORTANT for the City to provide? [Write-in your answers below using the numbers from the list in Question 12, or circle 'NONE'.]

1st: ____ 2nd: ____ NONE

14. What is your favorite event hosted by the City of Lenexa? [Check only one.]

- | | | |
|--------------------------------------------|----------------------------------|------------------------------|
| ____(01) Art Fair | ____(05) Enchanted Forest | ____(10) Sar-Ko Aglow |
| ____(02) Chili Challenge | ____(06) Food Truck Frenzy | ____(11) Spinach Festival |
| ____(03) Community Days Parade | ____(07) Freedom Run | ____(12) Tails on the Trails |
| ____(04) Cupid's Gems Artisan Jewelry Show | ____(08) Great Lenexa BBQ Battle | ____(13) Other: _____ |
| | ____(09) Moonlight Bike Ride | ____(14) None |

15. City Communication. Which of the following are you using? [Check all that apply.]

- | | |
|-------------------|--------------------------------------------------------------|
| ___(01) Facebook | ___(08) Android applications |
| ___(02) Twitter | ___(09) iPhone applications |
| ___(03) YouTube | ___(10) Other social networking sites on the Internet: _____ |
| ___(04) Flickr | ___(11) Text messages |
| ___(05) Pinterest | ___(12) Other: _____ |
| ___(06) Instagram | ___(13) None of the above |
| ___(07) Snapchat | |

16. Where do you currently get news and information about city programs, services, and events? [Check all that apply.]

- | | |
|-----------------------------------|-------------------------------------------------------------------|
| ___(1) TownTalk (City newsletter) | ___(5) City's mobile apps (311, "I Like Lenexa") |
| ___(2) Kansas City Star | ___(6) E-mail updates (My Lenexa News, Road Closure Alerts, etc.) |
| ___(3) Television news | ___(7) City's social networking sites (Facebook, Twitter, etc.) |
| ___(4) City website | ___(8) Other: _____ |

17. From which THREE sources of information listed in Question 16 would you prefer to get information from the City? [Write-in your answers below using the numbers from the list in Question 16, or circle 'NONE'.]

1st: ___ 2nd: ___ 3rd: ___ NONE

18. For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	The availability of information about City programs and services	5	4	3	2	1	9
2.	City efforts to keep you informed about local issues	5	4	3	2	1	9
3.	The level of public involvement in local decision making	5	4	3	2	1	9
4.	TownTalk (City newsletter)	5	4	3	2	1	9
5.	The usefulness of the City's website	5	4	3	2	1	9
6.	E-mail updates (My Lenexa News, Road Closure Alerts, etc.)	5	4	3	2	1	9
7.	City social media accounts	5	4	3	2	1	9

19. Traffic Flow. For each of the following, please rate your satisfaction on a scale of 5 to 1 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	The ease of north-south travel in Lenexa by car	5	4	3	2	1	9
2.	The ease of east-west travel in Lenexa by car	5	4	3	2	1	9
3.	The ease of travel by bicycle in Lenexa	5	4	3	2	1	9
4.	The ease of pedestrian travel in Lenexa	5	4	3	2	1	9

20. Customer Service. Have you called or visited the City with a question, problem, or complaint during the past year?

___(1) Yes [Answer Q20a-c.] ___(2) No [Skip to Q21.] ___(9) Don't Know [Skip to Q21.]

20a. How easy was it to contact the person you needed to reach?

___(4) Very Easy ___(2) Difficult ___(9) Don't Know
 ___(3) Somewhat Easy ___(1) Very Difficult

20b. What department did you contact? [Check all that apply.]

___(1) Police ___(4) Parks and Recreation ___(7) Communications
 ___(2) Fire ___(5) Municipal Services ___(8) Municipal Court
 ___(3) Community Development ___(6) City Administrator ___(9) Other: _____

20c. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 5 to 1, where 5 means "Always" and 1 means "Never".

Frequency that:		Always	Usually	Sometimes	Seldom	Never	Don't Know
1.	They were courteous and polite	5	4	3	2	1	9
2.	They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3.	They did what they said they would do in a timely manner	5	4	3	2	1	9
4.	They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

21. Biking in Lenexa. Listed below are various bicycle riding activities. For each activity, please indicate how many members of your household currently ride a bicycle for that activity and approximately how often they ride a bicycle for the activity.

Activity	Number of Riders Under 18	Number of Riders 18 and Older	Frequency?				
			Always	At Least Once/Week	Once/Month	Occasionally	Never
1. Exercise			5	4	3	2	1
2. Transportation			5	4	3	2	1
3. Recreation			5	4	3	2	1

22. What type of path do you prefer to ride your bicycle on most? [Check only one.]

___(1) Sidewalks ___(3) Clearly designated/marked bike lanes on streets
 ___(2) Paved trails ___(4) Unmarked streets (streets with no bike lanes)

23. How important is it that the City allocate funds to bicycle infrastructure (bike lanes, signs, pavement markings, trails)?

___(5) Very Important ___(3) Neutral ___(1) Not at All Important
 ___(4) Important ___(2) Not Important

24. **Lenexa City Center. Have you visited Lenexa City Center (the four corners at 87th and Renner)?**

___(1) Yes [Answer Q24a.] ___(2) No [Skip to Q25.]

24a. **Which activities have you participated in or attended at Lenexa City Center? [Check all that apply.]**

- | | |
|------------------------------------------|------------------------------------------------------|
| ___(01) Visited a restaurant / bar | ___(07) Shopped |
| ___(02) Visited the Rec Center | ___(08) Work near Lenexa City Center |
| ___(03) Visited other fitness facility | ___(09) Had family or friends stay at hotel |
| ___(04) Visited City Hall | ___(10) Visited nearby park or used recreation trail |
| ___(05) Visited the Lenexa Public Market | ___(11) Other: _____ |
| ___(06) Attended an event | |

25. **Are you aware of the Lenexa Public Market?** ___(1) Yes ___(2) No

26. **Are you aware of the new Lenexa Rec Center?** ___(1) Yes ___(2) No

DEMOGRAPHICS

27. **Including yourself, how many people in your household are...**

Under age 5: ___	Ages 15-19: ___	Ages 35-44: ___	Ages 65-74: ___
Ages 5-9: ___	Ages 20-24: ___	Ages 45-54: ___	Ages 75+: ___
Ages 10-14: ___	Ages 25-34: ___	Ages 55-64: ___	

28. **Approximately how many years have you lived in Lenexa?** _____ years

29. **Do you plan to retire in Lenexa?** ___(1) Yes ___(2) No

30. **Do you own or rent your current residence?** ___(1) Own ___(2) Rent

31. **What is your age?** _____ years

32. **Would you say your total annual household income is...**

___(1) Under \$30,000	___(4) \$70,000 to \$89,999	___(7) \$175,000 or more
___(2) \$30,000 to \$49,999	___(5) \$90,000 to \$119,999	
___(3) \$50,000 to \$69,999	___(6) \$120,000 to \$174,999	

33. **Your gender:** ___(1) Male ___(2) Female

34. **If you have any other suggestions you would like to make, please write them in the space provided below.**

35. Would you be interested in learning more about Lenexa's Survey Research Panel? (The Research Panel is a group of residents who agree to participate in ongoing survey research sponsored by the City of Lenexa.)

____(1) Yes ____ (2) No

35a. If "Yes" to Question 33, please provide your contact information below. Providing your contact information does not automatically sign you up for the Research Panel. ETC Institute will first provide interested residents with additional information about the Panel, and then residents can decide whether they would like to participate.

Your Name: _____
Your Email: _____

Phone: _____

This concludes the survey – Thank you for your time!
Please return your completed survey in the enclosed postage-paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having problems with city services. If your address is not correct, please provide the correct information. Thank you.

CITY OF SHAWNEE

CITY HALL

11110 JOHNSON DRIVE
SHAWNEE, KS 66203
(913) 631-2500
FAX (913) 631-7351

CIVIC CENTRE

13817 JOHNSON DRIVE
SHAWNEE, KS 66216
(913) 631-5200
FAX (913) 631-4651

FIRE

6501 QUIVIRA ROAD
SHAWNEE, KS 66216
(913) 631-1080
FAX (913) 631-1628

POLICE

5850 RENNER ROAD
SHAWNEE, KS 66217
(913) 631-2155
FAX (913) 631-6389

MUNICIPAL COURT

5860 RENNER ROAD
SHAWNEE, KS 66217
(913) 742-6003
FAX (913) 962-0983

January 2017

Dear Resident,

As a City, one of our biggest goals is to make sure our citizens always feel like their City government is both open and accessible. Included in that commitment is making sure that we remain focused on the services and priorities that are most important to you.

In order to help us accomplish our goals, we are conducting a citizen survey that we would like you to participate in. Your input on this survey is vitally important and will help us ensure that we continue to move Shawnee in a positive direction.

Results from this survey will be compared with responses from past similar surveys as part of our evaluation of operations.

We realize this survey does take some time to complete, but the answers we receive will help guide our City staff and City Council on decisions regarding future projects and priorities in your community.

A couple of important notes:

- This survey is being conducted by ETC Institute, a nationally recognized market research firm, based in Olathe, Kansas.
- All individual responses to the survey will remain confidential.

Results from the survey will be made public and shared with residents, the Governing Body, by City Staff at public presentations, through social media, e-newsletters and the City's website www.cityofshawnee.org. Again, while the overall survey results will be made public, your individual responses will remain anonymous.

Please return your completed survey in the next week using the postage paid envelope that has been provided. If you prefer, you can also complete the survey online at bit.do/shawnee2017survey.

If you have any questions regarding the survey, please contact Julie Breithaupt, Communications Manager for the City of Shawnee, at 913-742-6202.

Thank you for your participation in this process.

Sincerely,



Michelle Distler, Mayor



Year 2017 City of Shawnee Citizen Satisfaction Survey

Please take a few minutes to complete this survey. Your input is an important part of the City's effort to involve citizens in long-range planning and investment decisions. If you have questions, please call Julie Breithaupt at 913-742-6202. *Thank you!*

1. Please rate your overall satisfaction with major categories of services provided by the City of Shawnee on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of police, fire and ambulance services	5	4	3	2	1	9
2. Overall quality of city parks and recreation programs and facilities	5	4	3	2	1	9
3. Overall maintenance of city buildings & facilities	5	4	3	2	1	9
4. Overall enforcement of city codes and ordinances	5	4	3	2	1	9
5. Overall quality of customer service you receive from city employees	5	4	3	2	1	9
6. Overall effectiveness of city communication with the public	5	4	3	2	1	9
7. Overall quality of the city's stormwater runoff/stormwater management system	5	4	3	2	1	9
8. Overall flow of traffic and congestion management on streets in the city	5	4	3	2	1	9
9. Overall maintenance of city streets	5	4	3	2	1	9

2. Which THREE of the items listed in Question 1 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? *[Write-in your answers below using the numbers from the list in Question 1.]*

1st: _____ 2nd: _____ 3rd: _____

3. Several items that may influence your perception of the City of Shawnee are listed below. Please rate your satisfaction with each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
2. Overall image of the City	5	4	3	2	1	9
3. Overall quality of life in the City	5	4	3	2	1	9
4. How well the City is managing and planning growth and development	5	4	3	2	1	9

4. Please rate Shawnee on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," with regard to each of the following:

How would you rate the City of Shawnee:	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place where you would buy your next home	5	4	3	2	1	9
5. As a place to call home	5	4	3	2	1	9
6. As a place that offers high quality education	5	4	3	2	1	9

5. For each of the items listed below, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

City Leadership		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Overall quality of leadership provided by the City's elected officials	5	4	3	2	1	9
2.	Overall accessibility and responsiveness of City leaders	5	4	3	2	1	9
3.	Overall effectiveness of the city manager and appointed staff	5	4	3	2	1	9

6. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following services provided by the City:

City Maintenance		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Overall maintenance of city streets	5	4	3	2	1	9
02.	Maintenance of sidewalks	5	4	3	2	1	9
03.	Maintenance of traffic signals	5	4	3	2	1	9
04.	Maintenance of street signs	5	4	3	2	1	9
05.	Maintenance of curbs and gutters	5	4	3	2	1	9
06.	Adequacy of street lighting	5	4	3	2	1	9
07.	Maintenance and preservation of downtown Shawnee	5	4	3	2	1	9
08.	Maintenance of City buildings (City Hall, Civic Centre, Fire Stations)	5	4	3	2	1	9
09.	Snow removal on major city streets	5	4	3	2	1	9
10.	Snow removal on neighborhood streets	5	4	3	2	1	9
11.	Mowing and trimming along city streets and other public areas	5	4	3	2	1	9
12.	Overall cleanliness of city streets and other public areas	5	4	3	2	1	9
13.	City efforts to prevent flooding	5	4	3	2	1	9
14.	Maintenance of City parks	5	4	3	2	1	9

7. Which THREE of the services listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? [Write-in your answers below using the numbers from the list in Question 6.]

1st: ____ 2nd: ____ 3rd: ____

8. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following:

Code Enforcement		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Enforcing the clean-up of debris on private property	5	4	3	2	1	9
2.	Enforcing the mowing & cutting of weeds on private property	5	4	3	2	1	9
3.	Enforcing the exterior maintenance of residential property	5	4	3	2	1	9
4.	Enforcing the exterior maintenance of business property	5	4	3	2	1	9
5.	Enforcing sign regulations	5	4	3	2	1	9

9. How would you describe the City's level of enforcement when it comes to codes and ordinances?

____(1) Too much ____ (2) About right ____ (3) Too little ____ (9) Don't know

10. For each of the following, please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Parks and Recreation	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Number of City parks	5	4	3	2	1	9
02. Number of walking and biking trails	5	4	3	2	1	9
03. City aquatic facilities	5	4	3	2	1	9
04. Civic Centre	5	4	3	2	1	9
05. Outdoor athletic fields (soccer, baseball and softball)	5	4	3	2	1	9
06. The City's youth programs	5	4	3	2	1	9
07. The City's adult programs	5	4	3	2	1	9
08. The City's Senior Programs	5	4	3	2	1	9
09. Special events such as Tour De Shawnee, Summer Concerts, BBQ Contest, Historical Hauntings	5	4	3	2	1	9
10. Ease of registering for programs	5	4	3	2	1	9
11. Fees charged for recreation programs	5	4	3	2	1	9
12. Shawnee Town 1929	5	4	3	2	1	9
13. City skate park	5	4	3	2	1	9

11. Which THREE of the items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? [Write-in your answers below using the numbers from the list in Question 10.]
 1st: ____ 2nd: ____ 3rd: ____

12. On a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in each of the following situations:

Safety	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
1. In your neighborhood during the day	5	4	3	2	1	9
2. In your neighborhood at night	5	4	3	2	1	9
3. In City parks and recreation facilities	5	4	3	2	1	9
4. Overall feeling of safety in Shawnee	5	4	3	2	1	9

13. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following public safety services provided by the City of Shawnee:

Emergency Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of local police protection	5	4	3	2	1	9
02. The visibility of police in neighborhoods	5	4	3	2	1	9
03. The visibility of police in retail areas	5	4	3	2	1	9
04. How quickly police respond to emergencies	5	4	3	2	1	9
05. The City's efforts to prevent crime	5	4	3	2	1	9
06. Police safety education programs	5	4	3	2	1	9
07. Enforcement of local traffic laws	5	4	3	2	1	9
08. Overall quality of local fire protection	5	4	3	2	1	9
09. How quickly fire department personnel respond to emergencies	5	4	3	2	1	9
10. Fire safety education programs	5	4	3	2	1	9
11. The City's efforts to prevent fires	5	4	3	2	1	9
12. How quickly ambulance personnel respond to emergencies	5	4	3	2	1	9
13. Overall quality of local ambulance service	5	4	3	2	1	9
14. Quality of animal control	5	4	3	2	1	9

14. Which THREE of the items listed in Question 13 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? [Write-in your answers below using the numbers from the list in Question 13.]
 1st: ____ 2nd: ____ 3rd: ____

15. In the last 12 months, have you or anyone in your household been a victim of any crime in Shawnee?
 ___(1) Yes [Answer Q15a.] ___(2) No [Skip to Q16.] ___(3) Not Sure [Skip to Q16.]
- 15a. Did you report the crimes to the police? ___(1) Yes ___(2) No ___(3) Not Sure
16. In the last 12 months, have you or anyone in your household used fire or emergency medical services in Shawnee?
 ___(1) Yes ___(2) No ___(3) Not Sure
17. Please rank the following community values from 1 to 6, where 1 is the "Most Important" and 6 is the "Least Important."
 ___(1) An attractive and well-maintained community ___(4) Environmentally sustainable and well-planned community
 ___(2) Economic growth and vitality ___(5) Quality cultural and recreational opportunities
 ___(3) Effective mobility and reliable infrastructure ___(6) Safe community
18. Which of the following are your primary sources of information about City issues, services, and events? (Check all that apply.)
 ___(01) The city newsletter, CityLine ___(06) City's Recreation Catalog
 ___(02) Kansas City Star ___(07) The Shawnee Dispatch
 ___(03) Television News ___(08) E-mail updates from the City
 ___(04) Facebook, Twitter, Nextdoor or other social media ___(09) Other: _____
 ___(05) City website ___(10) None
19. Which of the following do you regularly use? (Check all that apply.)
 ___(01) Facebook ___(08) Android applications
 ___(02) Twitter ___(09) Blackberry applications
 ___(03) Nextdoor ___(10) Other mobile applications: _____
 ___(04) YouTube ___(11) Notify JoCo
 ___(05) Flickr ___(12) Text Messages
 ___(06) Other Social Networking Sites: _____ ___(13) Other: _____
 ___(07) iPhone applications ___(14) None of the above
20. Have you visited the City's web site (www.cityofshawnee.org) during the past year?
 ___(1) Yes [Answer Q20a.] ___(2) No [Skip to Q21.]
- 20a. For what purpose? (Check all that apply.)
 ___(1) Sign up for Parks & Rec Program ___(4) Listen to a meeting
 ___(2) Get meeting agenda or minutes ___(5) Get news updates about the City
 ___(3) Submit a citizen service request ___(6) Other: _____
- 20b. How easy was it to find the information you were looking for on the City's web site?
 ___(1) Very easy ___(3) Somewhat Difficult ___(9) Don't know
 ___(2) Somewhat Easy ___(4) Very Difficult
21. Have you interacted with (called, visited on-line or in person) the City with a question, problem, or complaint during the past year? ___(1) Yes [Answer Q21a-c.] ___(2) No [Skip to Q22.]
- 21a. How easy was it to contact the person you needed to reach?
 ___(1) Very Easy ___(3) Difficult ___(9) Don't know
 ___(2) Somewhat Easy ___(4) Very Difficult
- 21b. What department did you contact? (Choose only one.)
 ___(1) Police ___(3) Fire ___(5) Public Works/Codes Administration
 ___(2) Parks and Recreation ___(4) City Manager's Office ___(6) Other: _____

21c. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always" and 1 means "Never."

Customer Service	Always	Usually	Sometimes	Seldom	Never	Don't Know
1. They were courteous and polite	5	4	3	2	1	9
2. They gave prompt, accurate, & complete answers to questions	5	4	3	2	1	9
3. They did what they said they would do in a timely manner	5	4	3	2	1	9
4. They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

22. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following aspects of communication provided by the City of Shawnee:

Communication	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about City programs, services and events	5	4	3	2	1	9
2. City efforts to keep you informed about local issues	5	4	3	2	1	9
3. The level of public involvement in local decision making	5	4	3	2	1	9
4. The quality of the City's web page	5	4	3	2	1	9
5. The quality of the City's newsletter	5	4	3	2	1	9
6. The City's efforts to keep you informed on its Facebook page	5	4	3	2	1	9
7. The City's efforts to keep you informed on its Twitter account	5	4	3	2	1	9
8. The City's efforts to keep you informed on Nextdoor	5	4	3	2	1	9

23. Using a five-point scale, where 5 means "Not Nearly Enough" and 1 means "Way Too Much," please rate the City's current pace of development in each of the following areas.

Economic Development	Not Nearly Enough	Almost Enough	Just Right	Too Much	Way Too Much	Don't Know
1. Office development	5	4	3	2	1	9
2. Industrial development	5	4	3	2	1	9
3. Multi-family residential development	5	4	3	2	1	9
4. Single-family residential development	5	4	3	2	1	9
5. Retail development	5	4	3	2	1	9

24. For each of the following, please rate the City's current availability of housing in each of the following areas on a three-point scale, where 3 means "Too Much" and 1 means "Not Enough."

Housing Options	Too Much	Just Right	Not Enough	Don't Know
1. Multi-family residential	3	2	1	9
2. Single family residential	3	2	1	9
3. Senior living	3	2	1	9

25. How often do you or members of your household eat in Shawnee? If your response is "Seldom" or "Never," please indicate why you go elsewhere for these items.

Eating Out	Always	Sometimes	Seldom	Never	If "Seldom"/"Never," why do you go elsewhere for these goods & services?		
					Better Selection	Cheaper	Other Reasons
1. Fast food (<i>McDonalds, KFC, Wendy's</i>)	4	3	2	1	1	2	3
2. Fast Casual (<i>Panera Bread, Chick-fil-A</i>)	4	3	2	1	1	2	3
3. Casual Dining (<i>Applebee's, Buffalo Wild Wings</i>)	4	3	2	1	1	2	3
4. Fine Dining (<i>Paulo & Bill's, Hereford House</i>)	4	3	2	1	1	2	3

26. Using a 5-point scale, where 5 means "Strongly Agree" and 1 means "Strongly Disagree," how much do you agree that the City of Shawnee should pursue the following types of businesses?

Type of Business	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
01. Furniture and Home Furnishings stores	5	4	3	2	1	9
02. Health and Personal Care Stores	5	4	3	2	1	9
03. Computer and Software Stores	5	4	3	2	1	9
04. Sporting Goods Stores	5	4	3	2	1	9
05. Clothing, Shoe and Accessories Stores	5	4	3	2	1	9
06. Specialty Groceries and Food Services	5	4	3	2	1	9
07. Sports Entertainment (Go-Karts, Bowling, indoor play areas)	5	4	3	2	1	9
08. Appliances and Electronic Stores	5	4	3	2	1	9
09. Bars/Pubs	5	4	3	2	1	9
10. Restaurants	5	4	3	2	1	9
11. Martial arts, dance, and yoga studios	5	4	3	2	1	9
12. Other: _____	5	4	3	2	1	9

27. Which THREE of the types of businesses from the list in Question 26 do you feel are MOST IMPORTANT for the City of Shawnee to pursue? [Write-in your answers below using the numbers from the list in Question 26, or circle "None."]

1st: ____ 2nd: ____ 3rd: ____ NONE

28. In the past, the City has utilized a variety of economic incentives, such as Tax Increment Financing (TIF) Districts, Excise Tax abatements, and Community Improvement Districts (CID) to attract new development or redevelop underutilized areas as well as attract new employers and expand existing employers. In general, how supportive are you of the City using incentives to attract new business or redevelop underutilized areas?

____(4) Very Supportive ____ (3) Somewhat Supportive ____ (2) Not Sure ____ (1) Not Supportive

29. In general, how supportive are you of having the City use incentives to attract new employers or expand existing employers in Shawnee?

____(4) Very Supportive [Answer Q29a.] ____ (2) Not sure [Skip to Q30.]
 ____ (3) Somewhat Supportive [Answer Q29a.] ____ (1) Not Supportive [Skip to Q30.]

29a. If you are supportive of incentives, what should be the City's TWO highest priorities? (Choose only two.)

- ____ (1) Job Creation
- ____ (2) Attracting New Business
- ____ (3) Helping Current Business Expand
- ____ (4) Small Business Start-up Assistance
- ____ (5) Revitalization of Older Commercial Areas
- ____ (6) Providing Funding for Infrastructure for Business Parks or Commercial Development
- ____ (7) Other: _____

30. In general, how supportive would you be of the City acquiring property and developing a business park?

____(4) Very Supportive ____ (3) Somewhat Supportive ____ (2) Not Sure ____ (1) Not Supportive

31. CityRide is a partnership between the City and 10/10 Taxi. This program provides discount taxi service to senior citizens and the disabled. How aware are you of the CityRide program?

____(3) Very Aware ____ (2) Somewhat Aware ____ (1) Not Aware ____ (9) Not Sure

32. SeeClickFix is the program the City of Shawnee uses for citizens to submit service requests for things like potholes, malfunctioning traffic signals, odor concerns and code enforcement issues through a mobile device or online. Have you used this program to submit an issue through the website or Shawnee Connect, the City's app?

____ (1) Yes ____ (3) Did not know about it
 ____ (2) Know about it but have not used it ____ (4) Tried but could not figure it out

33. **The City is interested in maximizing sustainability options for residents. Please place a check next to any program that you have used in the past or plan to use in the future. (Check all that apply.)**
 (1) Ripple Glass Recycling (5) Bicycle Recycling
 (2) E-Waste (Electronic Recycling) (6) Recycling in City Facilities and Parks
 (3) Community Shredding Event (7) Other: _____
 (4) Water Quality Education through City Line/
[www.cityofshawnee.org/Neighborhood newsletters](http://www.cityofshawnee.org/Neighborhood%20newsletters)
34. **The City of Shawnee owns land at 61st and Woodland, which has been identified as a location for the potential construction of a community center. How supportive would you be of the City building a new indoor Community Center?**
 (4) Very Supportive (3) Somewhat Supportive (2) Not Sure (1) Not Supportive
35. **Currently there is no funding identified for the construction of a new community center. Costs for a new indoor community center could be debt financed with payments paid by property taxes. From the following list, please check the maximum amount of additional property taxes you would be willing to pay per month for the development and operations of a new indoor community center that had the types of program spaces you and members of your household would use most often.**
 (1) \$9.95 per month (3) \$12.50 per month (5) None
 (2) \$11.75 per month (4) \$13.00 per month
36. **Approximately how many years have you lived at your current residence?**
 (1) Less than 1 year (3) 6-10 years (5) 16-20 years
 (2) 1-5 years (4) 11-15 years (6) More than 20 years
37. **Do you own or rent your current residence?** (1) Own (2) Rent
38. **What is your age?** _____ years
39. **Including yourself, how many people in your household are:**
 (1) Under age 10 (3) Ages 20-34 (5) Ages 55-74
 (2) Ages 10-19 (4) Ages 35-54 (6) Ages 75+
40. **Would you say your total annual household income is:**
 (1) Under \$35,000 (2) \$35,000 to \$59,999 (3) \$60,000 to \$99,999 (4) \$100,000 or more
41. **Your gender:** (1) Male (2) Female
42. **Are you or other members of your household of Hispanic or Latino ancestry?** (1) Yes (2) No
43. **Which of the following best describes your race? (Check all that apply.)**
 (1) African American/Black (3) Asian/Hawaiian/Other Pacific Islander (5) Other: _____
 (2) American Indian/Alaska Native (4) White

This concludes the survey – Thank you for your time!

Please return your completed survey in the enclosed postage-paid envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed on the sticker to the right will ONLY be used to help identify which areas of the City are having problems with city services. If your address is not correct, please provide the correct information. Thank you.



February 2015

Dear Resident:

You have been randomly selected to help the City of Merriam.

The City of Merriam is conducting a comprehensive citywide survey to gauge citizen satisfaction in Merriam. A similar survey was conducted in 2012 that established benchmarks for our community. The new survey will help measure our progress on several key issues facing the city and allow residents to provide feedback on how their city and tax dollars serve them.

Further, it will assist the Governing Body and city administrators in monitoring the quality of city services provided, establishing budget priorities for future years, and making planning and policy decisions.

Your input is very valuable to the city. Please take a few minutes to complete the enclosed survey and return it **within the next few days**. A postage-paid return envelope, addressed to ETC Institute, is enclosed for your convenience in returning the survey.

ETC Institute was selected to be the City's partner for this important project. They will compile the survey results and present a report to the City in the spring of 2015. The information will be shared with residents, the Governing Body and city staff at public presentations and on the city's website, www.merriam.org.

If you have any questions, please contact Communications Coordinator Christy Playter at 913-322-5507 or christyp@merriam.org.

Thank you for your time, your feedback and for living in this great community.

Sincerely,

A handwritten signature in black ink that reads "Ken Sissom". The signature is fluid and cursive.

Ken Sissom
Mayor



2015 City of Merriam Community Survey

Thank you for taking time to complete this important survey. City leaders will use your input to help set community priorities so that tax dollars are spent wisely. When you are finished, please return your completed survey in the postage-paid envelope provided. Please contact Christy Playter at 322-5507 with questions.

1. **Overall Perception** - Some items that may influence your perception of the City of Merriam are listed below. Please rate each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of City Services	5	4	3	2	1	9
B.	Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
C.	Overall image of the city	5	4	3	2	1	9
D.	How well the city is planning new development and redevelopment	5	4	3	2	1	9
E.	Maintenance and preservation of downtown Merriam	5	4	3	2	1	9
F.	Overall quality of life in Merriam	5	4	3	2	1	9

2. **Public Safety** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of local police protection	5	4	3	2	1	9
B.	The visibility of police in neighborhoods	5	4	3	2	1	9
C.	The visibility of police in retail areas	5	4	3	2	1	9
D.	The City's overall efforts to prevent crime	5	4	3	2	1	9
E.	Your overall feeling of safety in your neighborhood	5	4	3	2	1	9
F.	Enforcement of local traffic laws	5	4	3	2	1	9
G.	Quality of animal control	5	4	3	2	1	9
H.	Overall quality of public interaction with the police department	5	4	3	2	1	9
I.	Overall quality of local fire protection	5	4	3	2	1	9
J.	The City's overall efforts to prevent fires	5	4	3	2	1	9
K.	How quickly public safety personnel responded to emergencies	5	4	3	2	1	9

3. Which THREE of the public safety items do you think should receive the MOST EMPHASIS from City leaders over the next two years? [Write in the letters below using the letters from the list in Question 2 above.]

1st: ____ 2nd: ____ 3rd: ____

4. **Perceptions of Safety** - Using a scale of 1 to 5 where 5 is "Very Safe" and 1 is "Very Unsafe", please rate how safe you feel in the following situations:

How safe do you feel:		Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
A.	In your neighborhood during the day	5	4	3	2	1	9
B.	In your neighborhood at night	5	4	3	2	1	9
C.	In City parks and recreation facilities	5	4	3	2	1	9
D.	In commercial and retail areas in the City	5	4	3	2	1	9
E.	Overall condition of housing in your neighborhood	5	4	3	2	1	9

5. **Parks and Recreation** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5, where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Maintenance of City parks	5	4	3	2	1	9
B.	The number of City parks	5	4	3	2	1	9
C.	Walking and biking trails in the City	5	4	3	2	1	9
D.	Park amenities (picnic tables, shelters, playgrounds, sports fields/courts, etc).	5	4	3	2	1	9
E.	Merriam Farmers' Market at the Merriam Marketplace	5	4	3	2	1	9
F.	Merriam Aquatic Center	5	4	3	2	1	9
G.	Fitness Center at the Irene B. French Community Center	5	4	3	2	1	9
H.	Youth recreational programs offered	5	4	3	2	1	9
I.	Adult recreational programs offered	5	4	3	2	1	9
J.	Senior recreational programs offered	5	4	3	2	1	9
K.	Arts and culture programs	5	4	3	2	1	9
L.	Other City recreational programs and special events	5	4	3	2	1	9
M.	Ease of registering for programs	5	4	3	2	1	9
N.	Fees charged for recreational programs	5	4	3	2	1	9

6. Which THREE of the parks and recreation items listed above do you think should receive the MOST EMPHASIS from City leaders over the next two years? [Write in the letters below using the letters from the list in Question 5 above.]

1st: _____ 2nd: _____ 3rd: _____

7. **Code Enforcement** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Enforcing the clean up of litter and debris	5	4	3	2	1	9
B.	Enforcing the mowing and trimming of residential property	5	4	3	2	1	9
C.	Enforcing the mowing and trimming of commercial property	5	4	3	2	1	9
D.	Enforcing the maintenance of residential property in your neighborhood	5	4	3	2	1	9
E.	Enforcing the maintenance of commercial property in your neighborhood	5	4	3	2	1	9
F.	Enforcing the maintenance of rental properties in your neighborhood	5	4	3	2	1	9
G.	Enforcing sign regulations	5	4	3	2	1	9

8. Which THREE of the code enforcement items do you think should receive the MOST EMPHASIS from City leaders over the next two years? [Write in the letters below using the letters from the list in Question 7 above.]

1st: ____ 2nd: ____ 3rd: ____

9. **City Maintenance** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Maintenance of major city streets	5	4	3	2	1	9
B.	Maintenance of neighborhood streets	5	4	3	2	1	9
C.	Maintenance of curbs and sidewalks	5	4	3	2	1	9
D.	Maintenance of traffic signals/signs	5	4	3	2	1	9
E.	Adequacy of city street lighting	5	4	3	2	1	9
F.	Maintenance of city buildings, such as City Hall	5	4	3	2	1	9
G.	Snow removal on City streets	5	4	3	2	1	9
H.	Mowing and trimming along city streets, parks, and other public areas	5	4	3	2	1	9
I.	Overall cleanliness of City streets and other public areas	5	4	3	2	1	9
J.	Overall flow of traffic and congestion management in Merriam	5	4	3	2	1	9
K.	Quality and timeliness of street rebuilding	5	4	3	2	1	9
L.	Maintenance of stormwater drainage system	5	4	3	2	1	9
M.	Merriam's large-item pickup program	5	4	3	2	1	9

10. Which THREE of the city maintenance items do you think should receive the MOST EMPHASIS from City leaders over the next two years? [Write in the letters below using the letters from the list in Question 9 above.]

1st: ____ 2nd: ____ 3rd: ____

11. **Leadership** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of leadership provided by the City's elected officials	5	4	3	2	1	9
B.	Overall effectiveness of the City manager and appointed staff	5	4	3	2	1	9
C.	Overall accessibility of city leaders	5	4	3	2	1	9
D.	Overall responsiveness of city leaders	5	4	3	2	1	9

12. **Communication** - For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 is "Very Satisfied" and 1 is "Very Dissatisfied".

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	The availability of information about city programs and services	5	4	3	2	1	9
B.	The city's efforts to keep you informed about local issues	5	4	3	2	1	9
C.	The level of public involvement in local decision making	5	4	3	2	1	9
D.	The quality of the city's web page	5	4	3	2	1	9
E.	The quality of the city's newsletter/parks and recreation brochure	5	4	3	2	1	9

13. Which of the following are your primary sources of information about city issues, services, and events? (Check all that apply.)

- | | |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> (1) City newsletter/recreation guide | <input type="checkbox"/> (5) City website |
| <input type="checkbox"/> (2) The Kansas City Star | <input type="checkbox"/> (6) Social Media (<i>Facebook, Twitter, YouTube, Google+</i>) |
| <input type="checkbox"/> (3) Television news | <input type="checkbox"/> (7) Other: _____ |
| <input type="checkbox"/> (4) Radio | |

14. Have you called, e-mailed or visited the City with a question, problem, or complaint during the past year?

- (1) Yes [answer question 15a-e] (2) No [go to question 16]

15a. [Only if YES to question 14] How easy was it to contact the person you needed to reach?

- | | |
|---------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> (1) Very difficult | <input type="checkbox"/> (4) Very easy |
| <input type="checkbox"/> (2) Difficult | <input type="checkbox"/> (5) Don't know |
| <input type="checkbox"/> (3) Somewhat easy | |

15b-e. [Only if YES to question 14] Several factors that may influence your perception of the quality of customer service you received from city employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described on a scale of 1 to 5, where 5 means "Always", and 1 means "Never".

Behavior of Employees:		Always	Usually	Sometimes	Seldom	Never	Don't Know
B.	They were courteous and polite	5	4	3	2	1	9
C.	They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
D.	They did what they said they would do in a timely manner	5	4	3	2	1	9
E.	They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

The Merriam Community Center and Municipal Pool are aging and recently both facilities have cost a lot of money in repairs. Experts have recommended a variety of additional repairs to the pool and we have serious questions about the Community Center. Based on this limited information please answer the following questions:

16. Have you used the pool or the Community Center in the last two years?
 (a) Pool: ____ (1) Yes ____ (2) No (b) Community Center: ____ (1) Yes ____ (2) No

17. Was your impression of the facilities positive?
 (a) Pool: ____ (1) Yes ____ (2) No (b) Community Center: ____ (1) Yes ____ (2) No

18. Should the City contemplate significant upgrades or potential replacements for the facilities?
 ____ (1) Yes ____ (2) No

19. Is it important for Merriam to continue supporting a Community Center? ____ (1) Yes ____ (2) No

20. Is it important for Merriam to continue supporting a municipal pool? ____ (1) Yes ____ (2) No

21. Approximately how many years have you lived in the City of Merriam? _____ Years

22. How many persons in your household (counting yourself), are in each of the following age groups?

_____ Under age 5	_____ Ages 20-24	_____ Ages 55-64
_____ Ages 5-9	_____ Ages 25-34	_____ Ages 65-74
_____ Ages 10-14	_____ Ages 35-44	_____ Ages 75+
_____ Ages 15-19	_____ Ages 45-54	

23. How many persons in your household are employed in each of the following:

A. Within the City limits of Merriam	_____
B. Outside Merriam, but within Johnson County	_____
C. Outside of Johnson County, but within the Kansas City metro area	_____
D. Outside the Kansas City metro area	_____

24. What is your gender? ____ (1) Male ____ (2) Female

This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed postage paid envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having difficulties with City services. If your address is not correct, please provide the correct information. Thanks.

Contract for Services and Scope of Work

Between ETC Institute and the City of Prairie Village, Kansas

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a citizen survey for the City of Prairie Village, Kansas. The survey will be administered during the winter and spring of 2018.
2. **Maximum fixed fee.** The total fee for the project is \$15,000 to design and administer the survey, and for the final report and presentation.
3. **ETC Institute's responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
 - ✓ finalizing the methodology for administering the survey based on input from the City.
 - ✓ designing a survey instrument that is up to 15 minutes in length (up to 6 pages).
 - ✓ selecting a random sample of households to be surveyed
 - ✓ setting up the database
 - ✓ completing 400 surveys by a combination of mail, online and phone (ETC Institute's costs include all labor, postage and printing associated with the administration of the survey). The results of a random sample of 400 completed surveys will have a precision of at least +/-5% at the 95% level of confidence.
 - ✓ conducting data entry and quality control review for all completed surveys
 - ✓ conducting benchmarking analysis that shows how the results for Prairie Village compare to other comparable cities.
 - ✓ conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.
 - ✓ completing a final report that will include an executive summary, charts and graphs, GIS mapping, benchmarking analysis, importance-satisfaction analysis, tables showing the results to all questions on the survey, and a copy of the survey instrument.
 - ✓ Making two on-site visits to the City; one for the kick-off meeting to begin the project, and another to present the survey results to the City.

4. Responsibilities for the City of Prairie Village will include the following:
 - ✓ approving the survey instrument
 - ✓ providing a cover letter for the mail version of the survey
 - ✓ providing GIS shapefiles that show the boundaries of the City

ARTICLE II: PAYMENT FOR SERVICES

1. Invoices will be submitted throughout the duration of the project, for a total project fee of \$15,000.

ARTICLE III: MISCELLANEOUS PROVISIONS

1. Change in Scope. The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. Termination of Contract. This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This agreement may also be terminated by the City upon 3 days written notice for any reason. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.
3. Rights to Use the Data. ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results for the City of Prairie Village without written approval from the City.

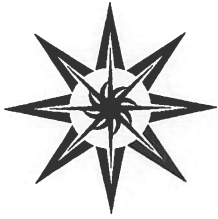
_____, City of Prairie Village, _____

Date: _____

Greg Emas, ETC Institute, CFO

Date: _____

ETC Institute takes reasonable steps to protect survey response data and personal data regarding respondents. Survey Owner has received and reviewed a current copy of the ETC Institute Privacy Policy and understands and acknowledges its terms.



CITY CLERK DEPARTMENT

Council Committee Meeting Date: December 18, 2017

Council Meeting Date: December 18, 2017

COU2017- 53 Consider Ordinance Revision

RECOMMENDATION

RECOMMEND THE GOVERNING BODY ADOPT AN ORDINANCE 2373 AMENDING SECTION 1-203, ENTITLED "SAME; MEETINGS" OF CHAPTER 1 ENTITLED "ADMINISTRATION" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS

BACKGROUND

At the December 4th Council meeting the City Attorney was directed to prepare an ordinance revision that would address the process for the cancellation of a meeting or change in meeting date from the established first and third Monday of the month. During the meeting suggested language was presented that has been incorporated into the proposed ordinance.

The word "ordinarily" was added after shall to provide flexibility if it was necessary to change a meeting from the established meeting dates. Section (d) was added to address the process to be followed for the cancellation of change of a meeting.

Council Action Requested Same Evening

ATTACHMENTS

Proposed Code Revision
Ordinance 2373

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: December 12, 2017

AN ORDINANCE AMENDING SECTION 1-203 ENTITLED "SAME; MEETINGS" OF CHAPTER I ENTITLED "ADMINISTRATION" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS

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

Section 1-203 of Article 2, Chapter I of the Code of the City of Prairie Village, Kansas is hereby amended to read as follows:

1-203. SAME; MEETINGS. (a) Regular meetings of the governing body shall ordinarily be held on the 1st and 3rd Mondays of each month at 7:30 p.m. In the event the regular meeting day shall fall on any legal holiday or any day observed as a holiday by the city offices, the governing body shall ordinarily fix the succeeding day not observed as a holiday as a meeting day.

(b) Special meetings may be called by the mayor or acting mayor, on the written request of any three members of the council, specifying the object and purpose of such meeting, which request shall be read at a meeting and entered at length on the journal.

(c) Regular or special meetings of the governing body may be adjourned for the completion of its business at such subsequent time and place as the governing body shall determine in its motion to adjourn.

(d) The governing body may cancel or modify any ordinarily-established meetings by motion and approval by a majority of a quorum at any regularly scheduled or special meeting. Notwithstanding the foregoing, the mayor (and, in the absence of the mayor, the president of the council), after consulting with the city administrator, shall be authorized to cancel a meeting and make a temporary change in a meeting date when such actions are reasonably necessary due to reasons of health, safety, or welfare, or the known inability to obtain a quorum. Appropriate notice of such cancellation or change in meeting date shall be provided to the public and council members.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2017.

APPROVED:

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO LEGAL FORM:

Catherine P. Logan, City Attorney

AN ORDINANCE AMENDING SECTION 1-203 ENTITLED "SAME; MEETINGS" OF CHAPTER I ENTITLED "ADMINISTRATION" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS

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

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PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2017.

APPROVED:

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO LEGAL FORM:

Catherine P. Logan, City Attorney

MAYOR'S ANNOUNCEMENTS

Monday, December 18, 2017

Committee meetings scheduled for the next two weeks:

Council Committee of the Whole (Tuesday)	01/02/2018	6:00 p.m.
City Council (Tuesday)	01/02/2018	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature the work of Mid America Pastel Society in the R.G. Endres Gallery during the month of December.

Mark your calendar for the 2018 Convener Reception for the Johnson County Legislative Delegation on Thursday, January 4th from 5 to 7 pm at Johnson County Community College. Rsvp to Meghan by December 20th.

City offices will be closed on Monday, December 25th in observance of the Christmas holiday and Monday, January 1st in observance of the New Year's holiday.

Republic will also observe the Christmas Holiday on Monday, December 25th and New Year's holiday on Monday, January 1st with trash pickup delayed one day those weeks.

Mark your calendar for the 2018 City Government Day in Topeka on Wednesday, January 24th.

INFORMATIONAL ITEMS
December 18, 2017

1. Planning Commission Minutes - November 7, 2017
2. Board of Zoning Appeals Minutes - November 7, 2017
3. Tree Board Minutes - November 1, 2017
4. Mark Your Calendar

**PLANNING COMMISSION MINUTES
NOVEMBER 7, 2017**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 7, 2017 in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Melissa Brown, Gregory Wolf, James Breneman and Patrick Lenahan.

The following persons were present in their advisory capacity to the Planning Commission Chris Brewster, City Planning Consultant; Wes Jordan, City Administrator; Mitch Dringman, Building Official and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

Patrick Lenahan noted a correction on page 6 of the minutes. The second sentence in the fourth paragraph should read: "He wants the units screened and feels the depicted roofline did not accurately reflect the mechanical screening as it would be." James Breneman moved for the approval of the minutes of the October 3, 2017 regular Planning Commission meeting as amended. The motion was seconded by Patrick Lenahan and passed by unanimously with Mr. Wolf abstaining.

Chairman Nancy Wallerstein reported that a request to amend the August 1st Planning Commission minutes has been made to more fully state Condition 8 of the motion approving the site plan for 7810 Mission Road.

James Breneman moved to amend the Planning Commission minutes of August 1, 2017 with Condition 8 in the motion for approval to read: "Protection would be provided to within 15' from the existing trees or to the maximum extent possible working with staff." The motion was seconded by Gregory Wolf and passed unanimously.

NON PUBLIC HEARINGS

**PC2017-112 Request for Sign Approval
7501 Mission Road**

Greg Thornhill, 7501 Mission Road, stated that it is his desire to give his tenants an opportunity to advertise their business with building signage while maintaining uniformity in the signage on the building. He is in agreement with the staff recommendation.

Mr. Brewster stated that this is a multi-tenant office building requiring Planning Commission approval of the signage. Two tenants have leases and their proposed signage has been submitted and knowing that other tenants will be coming forth sign standards were created that focus on commonalities among the signs with letter height and incorporation of logo(s). The proposed sign standards require dark letter cabinets

with white or light colored lettering. Logos would be allowed to incorporate additional colors.

Mr. Brewster noted this application proposes 4 wall signs, one on each elevation. This is opposed to 3 in the original concept and changes from having 2 on the north (75th Street side). Each of these signs matches the same concepts as the original site plan except for the number and specific location. In addition, two specific signs are proposed as follows:

- West Elevation (Village Modern Dentistry)
 - 37.47 s.f. (146" x 37")
 - Upper left portion of facade (top of northernmost bay.)
 - 2 rows of individual letters in dark bronze cabinet
 - White back-lit lettering
- North elevation
 - 41.125 s.f. (125.375" x 48")
 - Upper left portion of facade (top of westernmost bay)
 - 2 rows of individual letters in dark blue cabinet. (Font height approximately 1' 5" to 1' 7")
 - Logo covering both rows (4' height)
 - White back-lit lettering.

Each of these signs is within the maximum 50 square feet of wall signs otherwise permitted in the C-O district for exterior wall signs.

James Breneman confirmed that there will only be one sign on each elevation and that the cabinet referred to is the outline material around each letter.

Nancy Wallerstein noted the proposed cabinet colors allowed are dark blue, dark bronze or similar color compatible with the dark accent details on the windows and doors. She would like to see only one color for more consistency. She also expressed concern that the sign on the south elevation will be facing a residential property. She noted that this sign will only be visible from traffic going north on Mission Road. She does not feel this is a good placement of signage and is invasive to the neighbors. With the approved monument sign, she asked why four façade signs are being requested. Mrs. Brown stated she agreed with Mrs. Wallerstein that she prefers a single color cabinet and added that the east elevation signage will also face residential properties.

Mr. Brewster responded that the code allows for both façade and monument signs. The monument sign has already been approved. Regarding the signage facing residential properties, there are other ways for that to be addressed such as the location of the sign and the lighting.

Mrs. Wallerstein questioned the need for the monument sign if there are only four major tenants in the building. Mr. Thornhill indicated the monument sign is already constructed and noted that if more than four tenants occupy the building he would like to be able to provide all of them the opportunity to have signage. There could be up to six tenants listed on the monument sign with three on each side.

Mr. Thornhill indicated signage on the east elevation faces the garage of the adjacent property. He would be more concerned with the potential of light pollution impacting the home adjacent to the south elevation. Patrick Lenahan suggested that this could be addressed with restricted hours for the signs to be lit. Mr. Thornhill asked if that is required for other buildings. Mr. Breneman replied it was required of the monument sign at Briarwood Elementary.

Mr. Thornhill stated that he was not opposed to that and noted that they already have an agreement with neighbors that their parking lights would go off at 11 p.m. Mr. Wolf suggested that be extended to include the signage. Mr. Lenahan noted the signs could be added to the same timer. Mr. Thornhill asked for clarification on the lighting restriction. He would like to be flexible noting the change in time with daylight savings time. Mr. Lenahan asked if 11 p.m. was satisfactory. Mr. Breneman suggested the restriction be word as "no later than 11 p.m." allowing them to be turned off earlier or at 11. Mr. Lenahan noted the Commission's concerns are with the south and east elevation signs and asked if the restrictions would apply only to those elevations or to all signage. Mr. Thornhill responded that he would like the consistency of including all signage. Mr. Breneman agreed that would be preferred. Nancy Wallerstein confirmed that none of the tenants operated 24 hours a day.

Patrick Lenahan moved the Planning Commission approve PC2017-112 the sign standards for a multi-tenant building for 7501 Mission Road subject to the following:

- The west elevation and north elevation signs shall be as proposed.
- Future signs on the east and south elevations, or any changes of signs on the west and north elevations shall be limited as follows:
 - 1 wall sign per elevation
 - 50 square foot limit for each wall sign.
 - Signs shall be centered in one of the bays on the upper portion of the facade.
 - Logos shall be limited to 4 feet by 4 feet and included with any copy.
 - The signs shall be illuminated no later than 11 p.m.
 - Font shall be limited to either:
 - two rows with letters between 1.5 feet and 2.5 feet high, but no more than 4 feet high collectively including spacing; or
 - One row of letters between 2 feet and 3 feet high
 - Letters and logos shall be individual cabinets subject to the following:
 - Cabinets shall be dark bronze compatible with the dark accent details on the windows and doors.
 - Letters shall be white, or similar light color.
 - Logos may incorporate additional colors.
 - All signs shall require the prior approval of the property owner prior to permitting by the City subject to these standards.
 - All other generally applicable sign standards of Chapter 19.48 or other applicable City Sign Standards, and particularly those applicable to maintenance, lighting, and performance shall be applicable to all wall signs.

The motion was seconded by James Breneman and passed unanimously.

**PC2017-113 Request for Site Plan Approval for Antenna
5000 West 95th Street**

Dave Kasper, representing Verizon Wireless, stated they are requesting approval of a revised site plan to do the following on an existing rooftop cell site installation:

- Replace 4 existing antennas (96" x 11" x 5") with 4 new antennas (54" x 12.7" x 2.8"). (2 each on east and west facing arrays)
- Install 1 new antenna (54" x 12.7" x 2.8") on the Alpha sector array (north facing array)
- Upgrade equipment performance with ancillary equipment behind the antenna on existing pipe mounts.

Mr. Kasper stated they have received the staff comments and recommendation on their application and are in agreement with the conditions recommended.

Chris Brewster noted this is a rooftop installation on top of a 3-story building. The existing antennas are grouped in 2 arrays of three antennas on the west and east ends of the building. A third placement with a single antenna proposed was added to the north side of the building between the other two existing arrays through a revised site plan approved in 2015.

The lot is located on the north side of 95th Street, between Nall and Roe. The property is zoned C-O and the installation has a valid special use permit that was renewed in 2009, (PC 2009-11; Ordinance 2209) and continues through 2019.

The property fronts on 95th street and has similar scale office and commercial uses to the west and Meadowbrook Park to the north and east. The property is across the street from an elementary school and residential properties. This site is adjacent to the Meadowbrook redevelopment, with the areas closest to this site encompassing the park portion of the redevelopment.

The initial Special Use Permit issued in August, 1999 included seven conditions amended through the renewal in 2004. The most recent Special Use Permit renewal in September 2009 occurred through the City's revised Wireless Communications Facilities ordinance and found that the application met all factors (A - M) of the ordinance and extended the permit for 10 years. This renewal included the seven original conditions, plus seven additional conditions based on the new ordinance. The conditions relevant to this amended site plan application include:

- 3) All equipment cabinets and wiring shall be contained within the building.
- 4) The antennas and the frames for mounting them shall be painted a color that blends with the sky so that their visibility is minimized.
- 14) Future renewals and additional carriers may locate on the building subject to the approval of a site plan by the Planning Commission and an amended Special Use Permit will not be required.

Mr. Brewster stated this request does not substantially change the installation and recommends its approval. The proposed antenna is a rooftop location, is consistent

with the existing antenna on the building, and will not visibly increase the intensity of the installation when viewed from the streetscapes or adjacent properties.

The applicant has submitted a structural report dated April 18, 2017 analyzing the existing facilities and affect of the proposal, and found that the existing structures are adequate as proposed.

The application must comply with all 14 conditions of the existing Special Use Permit.

Mr. Brewster reviewed the following criteria for approval of the site plan:

A. The Site is capable of accommodating the building, parking areas and drives with appropriate open space and landscape.

The capacity of the site to accommodate all equipment was addressed in the renewal of the Special Use Permit. The proposed antenna will not increase any impacts that would require a change to that permit or conditions.

B. Utilities are available with adequate capacity to serve the proposed development.
This is an existing installation and adequate utilities are available to serve the location.

C. The plan provides for adequate management of stormwater runoff.
No additional impervious area will be created and therefore a stormwater management plan is not required.

D. The plan provides for safe and easy ingress, egress, and internal traffic circulation.
The site is an existing installation on a roof and utilizes the driveway and parking for the building. The ability of the site to accommodate ingress and egress was addressed in the renewal of the Special Use Permit. The proposed antenna will not increase any impacts for ingress and egress to the site.

E. The plan is consistent with good land planning and good site engineering design principles.
This is a rooftop installation, which are generally favored in planning and in the City's wireless communication policies and regulations, since they minimize the visual and structural impact of facilities on the abutting property and surrounding community. Additionally, this building has relatively few antennas, and the addition of one antenna is comparable to similar rooftop installations.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.
This is a rooftop installation. The proposed antenna will be the same as the existing antenna and located away from the streetscape. Additionally the location is compatible with future development plans to the north that will preserve immediately surrounding areas as open space.

G. The plan represents an overall development pattern that is consistent with the comprehensive plan and other adopted planning policies.

This is an existing building and site. While Wireless communication facilities are not specifically addressed in Village Vision, this is an existing building and the cities wireless communication policies and regulations promote co-location and location of equipment on buildings and existing facilities.

Gregory Wolf moved the Planning Commission approve PC2017-113 for Site Plan Approval for a roof top installation of antenna at 5000 West 95th Street by Verizon subject to the following conditions:

1. That the additional antenna be installed as shown on the proposed site plan.
2. That all conditions of the most recent renewal of the Special Use Permit continue to be met.

The motion was seconded by James Breneman and passed unanimously.

**PC2017-114 Request for Lot Split Approval
5014 West 68th Street**

John Moffitt, 5300 College Blvd, clarified the original plan for the home to be constructed on the new lot did have a front entry three car garage; however, the new plan has two of the garages as side entry and one as front entry. The basic information on the lot was presented at the earlier Board of Zoning Appeal meeting where a variance was granted for a reduced lot depth from 125 feet to 108.90 feet.

Chris Brewster stated that with the granted variance to the lot depth this site now meets the criteria for a lot split. He noted that this has been a relatively common action taken in this neighborhood with several lots having been split.

Chapter 18.02 of Prairie Village subdivision regulations allows the Planning Commission to approve splits provided each lot meets the zoning standards. With the granted variance, both lots meet the zoning standards.

This particular area has deeper blocks than are typical in the general vicinity. This makes some of the lots eligible for lot splits under the current regulations. There are several lots between 67th and 69th that share a similar orientation with the corner lot fronting the numbered streets and an “end grain” lot fronting Fonticello. They include:

		<u>Width</u>	<u>Depth</u>	<u>Area</u>
1.	6808 Fonticello	80'	127.15'	10,170.72 s.f.
2.	6804 Fonticello	80'	127.15'	10,173.46 s.f.
3.	6802 Fonticello	110'	127.73'	13,987.98 s.f.
4.	6740 Fonticello	100'	150'	15,001.63 s.f.
5.	6730 Fonticello	100'	150'	15,000.92 s.f.
6.	6731 Fonticello	100'	108.9' *	10,889.24 s.f.

* A variance was granted for 6731 Fonticello by the Prairie Village BZA in March 2014

Additionally, 9 lots between 10,364 s.f. and 14,235 s.f. front on a cul-de-sac to the east side of Fonticello between 68th Street and 69th Street.

Melissa Brown asked why this was coming before the Planning Commission. Mr. Brewster replied the code authorizes the Planning Commission to approve lot splits. Staff is only able to approve lot line adjustments, not lot splits.

James Breneman noted in the information handed out by Mr. Moffitt the lot size is shown as 110' x 110'. Mr. Moffitt responded the map reflects a rounding up of the 108.9 feet. Mr. Breneman noted that condition #3 recommended by staff for the variance would be more appropriate as a condition of approval for the lot split.

Nancy Wallerstein asked if the change in the design of the garages would change lot coverage or curb cuts. Mr. Lenahan stated that would be handled by the Building Official during the permitting process. He noted that side entry garages are generally preferred for streetscape. Mr. Brewster replied that lot coverage is determined by building footprint and would not be affected by driveway coverage. Any changes in impervious surface would be reviewed by public works prior to the issuance of any permits.

Mrs. Wallerstein asked if these changes should be noted in the minutes. Mr. Brewster replied it is covered in the recommended condition #1 of the approval.

Section 18.02.010 of the subdivision regulations provides the criteria for approval of a lot split. Essentially the applicant must submit a certificate of survey demonstrating that both lots will meet the zoning ordinance standards and that any existing buildings on a remaining lot are not made nonconforming as a result of the lot split. The certificate of survey is also required to ensure that there are no utility easements or right-of-way issues created by the lot split or need to be addressed due to the lot split.

In this case the proposed new lot facing Fonticello will not meet the depth required in R-1A, but will meet all other requirements for a lot split. The resulting lot is wider than required, and therefore larger than the area required for a lot split. It is also comparable in size and orientation to other lot splits. However, the Board of Zoning Appeals has granted a variance to address that issue.

Mr. Keller, 6731 Fonticello, asked how the sewer would be accessed for the new lot and the storm water drainage. Chris Brewster responded that the storm water drainage will be reviewed by public works staff and be required to meet code prior to any permits being issued. Mitch Dringman, City Building Official stated the applicant will be required to submit a full survey that will be used to make the determination for connections for sewer and these will need to be shown on the construction drawings for approval of a building permit.

Gregory Wolf moved that based on the prior approval of a variance by the Board of Zoning Appeals that the Planning Commission approves PC2017-114 granting a lot split to the property identified as 5014 West 68th Street subject to the following conditions:

1. That the applicant submit a certificate of survey to (update or confirmation of the Existing Conditions survey in the application) comply with the following information required in the ordinance, prior to a building permit:
 - a. The location of existing buildings on the site.
 - b. The dimension and location of the lots, including a metes and bounds description of each lot.
 - c. The location and character of all proposed and existing public utility lines, including sewers (storm and sanitary), water, gas, telecommunications, cable TV, power lines, and any existing utility easements.
 - d. Any platted building setback lines with dimensions.
 - e. Indication of location of proposed or existing streets and driveways providing access to said lots.
 - f. Topography with contour intervals not more than five feet, and including the locations of water courses, ravines , and proposed drainage systems.
 - g. Said certificate of survey shall include the certification by a registered engineer or surveyor that the details contained on the survey are correct.
2. That the applicant records the approved lot split with the register of deeds and provide a copy of the recorded document prior to issuance of a building permit.
3. The proposed house plan is showing a 3-car garage. If a 3-car garage is built, the driveway and curb-cut access should taper to be narrower within the first 20 feet from the back of curb on Fonticello to disrupt less of the streetscape and have a width comparable to other homes fronting on Fonticello (18 feet to 22 feet max)

The motion was seconded by James Breneman and passed unanimously.

OTHER BUSINESS

Annual Review of the Comprehensive Plan

The Municipal Code 16-104(c) states that the Planning Commission shall at least once each year, and may at any time, review or reconsider the comprehensive plan or any part thereof and may propose amendments, extensions or additions to the same. The procedure for the adoption of any such amendment, extension or addition to any plan or part thereof shall be the same as that required for the adoption of the original plan or part thereof. The Planning Commission shall make a report to the Governing Body regarding the annual review on or before the first day of June each year.

Wes Jordan noted that the city's comprehensive plan is ten years old. He has found that it can be easily manipulated to support various stances by residents and developers. Many of the items identified in the Comprehensive Plan have been addressed. Some of the current issues the city is facing have not been addressed such as redevelopment of Corinth Square South. Does the existing plan address what is happening in the City today?

Chris Brewster stated that Comprehensive Plans reflect general policy and serve as guides dealing with the long-term issues and potential changes. Good plans take into consideration how the actions of today can impact issues of the future. They address known and anticipated issues and provide a framework within which to react to the unanticipated and deal with the city as a whole. A good plan provides a framework for decisions for the future and more specific plans or zoning decisions. Mr. Brewster

stated that the city's comprehensive plan map and its zoning map are not the same because they address different issues from different perspectives.

The Comprehensive Plan is required by state statutes and encompasses a long term view generally from 10 to 20 years. The purpose of the plan is three-pronged:

- To guide zoning and development issues
- To coordinate development - both public and private
- To prioritize public investment.

Zoning is one of three main tools a city can use to implement its plan.

Village Vision Overview

Village Vision was adopted in 2007 with initial work on the plan beginning in 2005.

It is a data driven report that addresses the following major themes:

- Preserve image and character
- Maintain quality neighborhoods
- Diversify housing options
- Strengthen community facilities and services
- Promote more vibrant centers (mix of uses and businesses)
- Improve multi-modal transportation systems
- Targeted redevelopment areas

Mr. Brewster noted the importance of the public realm as stated in Village Vision: "One of the keys to attracting and retaining population, including young families, is to create unique public and private places of increasing and lasting value within the community's neighborhoods, corridors and commercial centers. This may mean using the private realm (residential and commercial buildings) to better define and enhance the public realm (streets, parks, plazas, etc.)"

Future Land Use as presented in Village Vision is the conceptual development framework for the city. Areas of the city are identified as 1) neighborhood conservation and improvement areas including corridor redevelopment and 2) Redevelopment Areas - those identified in the plan include Corinth and Meadowbrook; commercial improvement areas identified were PV Center and Somerset Plaza and Civic Enhancement areas of parks, schools, etc. These framework elements do not relate specifically to zoning districts, and that is a reflection of a plans general nature and its role as a guide to future zoning decisions

Mr. Brewster noted that following major changes have taken place since the development of the plan in 2007:

- Public Realm
 - Mission Road Redesign
 - Meadowbrook Park
 - 75th Street Rebuild
 - Park land Purchase
 - Current discussion for Bike/Pedestrian plan
 - Current discussion on Plan for Harmon Park

- Housing
 - Meadowbrook
 - Mission Chateau Mission Road Redesign
- Infill Projects
 - Homestead
 - Chadwick Court
 - Crescent Court
 - Single family teardowns and rebuilds continue

Mr. Brewster noted that the phase II discussion on building guidelines will begin soon. Melissa Brown, James Breneman and Jonathan Birkel have agreed to participate in those discussions. If others are interested they can participate, with the only concern being that there is not a quorum of the Commission present. He anticipates this to be another six to eight month process.

Nancy Wallerstein asked about having an alternate if someone is unable to serve or attend a meeting. Mr. Brewster that would be possible with the goal of having three Commission members present at each meeting. Mrs. Wallerstein asked the representatives to advise Mr. Brewster if they cannot make a meeting so an alternate can be contacted.

- Development
 - Shops in Corinth and Prairie Village have improved interior property as well as few new shops in each center
 - Limited corridor redevelopment (75th & Mission)
 - Town Center Concept for Corinth still on the books

The major themes presented in Village Vision are still relevant and appropriate. This plan is comprehensive and general in nature. Specific locations for redevelopment were identified, but in concept only. Neighborhoods are addressed generally, but differences in types and patterns are not identified. Meadowbrook had been identified as a redevelopment area; however it took a very coordinated and well developed development plan to make that happen. So any other areas identified for redevelopment will take that level of planning effort to get answers to how this is going to occur.

Gregory Wolf asked if this would be the appropriate document to address the CID and TIF financing of development. Mr. Brewster replied this would be an appropriate location for a policy on redevelopment that gives direction on this issue. He was not sure that this is the time to do that.

- Neighborhoods
 - Large areas were categorized as conservation or improvement and very general in nature so perhaps this is an area to be reviewed.

- Public Realm is emphasized in the plan and is one of the strengths of the city but there are not a lot of urban design elements in the plan. The parks master plan was included into this plan, but not coordinated with Village Vision.

Nancy Wallerstein asked for clarification on Mr. Brewster's urban design comment. Mr. Brewster replied although an important part of the plan there isn't a street tree program plan or specifics to address the call of multi-modal transportation. 75th Street Corridor good example - it was addressed in the plan but not a specific plan for what to be done.

Mrs. Wallerstein asked about an Architectural Review Board. Mr. Brewster noted that a plan is policy, general guides and long range so specific details are generally not included. There could be more specific plans on smaller areas where that could be addressed.

Current Zoning Issues

Mr. Brewster reviewed the following factors identified in the zoning regulations for consideration in zoning decisions:

1. Character of the neighborhood
2. Zoning and uses of property nearby
3. Suitability of property for uses under current zoning
4. Extent that change would detrimentally affect nearby property
5. Length of time property has been vacant or underutilized as zoned
6. Gain to public health, safety and welfare by keeping restrictions vs. impact or hardship on landowner from restrictions
7. Professional recommendations
8. Conformance of change with Comprehensive Plan

Mr. Brewster noted the top three factors could be most affected by more specific updates to the plan as they are currently addressed generally by the plan. Absent that, they will continue to be addressed on a case-by-case basis as applications are evaluated.

The Comprehensive Plan does not specifically address the following issues requiring staff and the Planning Commission to deal with them on a case by case basis. They include multi-family infill projects, zoning districts and allowed uses, neighborhood redevelopment in residential single family districts and commercial reinvestment. The increased requests for planned zoning indicate that some current zoning districts are not a good fit. Form based codes have been used by other cities in some commercial areas and similar concepts are the basis of the Meadowbrook plan.

Approaches to Plan Updates

Mr. Brewster stated there are different levels of plans. Annual or periodic reviews or updates are typically performed by a Planning Commission to monitor the progress of plan implementation.

Some plans are based on community surveys. Village Vision was based on an extensive detailed community survey. Updates to a survey can verify current policies or visions identify emerging issues and verify current socio-economic conditions.

Strategic Updates are targeted to a specific area or emerging topic. They use a more focused approach on public engagement strategy and result in more detailed planning for the specific area or topic. An example is a plan that identifies the scale, format or pattern of development of an area, rather than a general plan or land use-based plan.

Comprehensive Plan Updates are typically done every 10 to 20 years and include broad public engagement and visioning. He estimated that a complete update of the current plan would cost in the range of \$100,000 to \$150,000 depending on the level of public engagement.

Mr. Brewster responded that if budget was not a consideration, the following options are a possible approach to raise expectations on some of the emerging issues currently being addressed under the plan:

1. Review of Neighborhoods - creation of more focused or targeted plans for specific areas. The biggest cost item for plans is the level of public engagement meetings and gathering of information.
2. Multi-family infill - staff have fielded questions in this area and there isn't a lot of guidance in the existing plan. If an area were going to change, what would that change look like?
3. Big Picture public realm plan - a document that coordinates all investments in streetscapes, public places and civic spaces, and how development in different areas should relate to these different design concepts in different parts of the city.

The biggest cost item for any of these plans is the level of public engagement, extent of meetings and gathering of information. It can vary under any of these options.

Wes Jordan noted that one of the challenges is that the Comprehensive Plan is generic. It was formulated to provide general guidance and as a reference document it can be confusing as clear direction is not provided. Some parts of the document do not reflect where the city is today.

Chris Brewster stated that Village Vision seems to still be relevant and strong today as the major themes appear to be consistent with what the community values most about the City:

- Preserving image and character
- Maintaining quality neighborhoods
- Diversify housing options (corridors/ "edges" and mixed use areas)
- Strengthen community facilities and services
- Promote more vibrant centers (mix of uses and businesses)
- Improve multi-modal transportation systems
- Targeted redevelopment areas

The question is how specifically it addresses these topics. It may not provide specific guidance that is desired by staff in answering developers' questions. This is a 20-year document and needs to be somewhat flexible and not too specific.

Nancy Wallerstein asked what the Council is looking for from the Planning Commission.

Wes Jordan stated the Commission could undertake a chapter review of the Plan. He feels the first step is for the Commission to become well versed in the plan. A lot has happened since it was created.

Mr. Brewster stated the primary factor driving the cost of a comprehensive plan is the amount of resident engagement. To rewrite a plan could cost \$100,000 to \$150,000. More strategic updates providing more direction could be costly and time consuming. He does not recommend a full rewrite of the plan.

Wes Jordan pointed out that the Corinth South plan that was recently submitted by First Washington may not be exactly as envisioned in 2007. With the development of Meadowbrook, anticipated changes are anticipated to the shopping area at 95th and Nall. What should they be?

Jim Breneman stated that he supports design guidelines on residential property. Mr. Jordan stated there is no indication that the number of rebuilds will be going down.

Patrick Lenahan stated the Commission can make a recommendation as to what action should be taken regarding the plan. He agreed that many of the issues addressed in Village Vision have been accomplished and the document is beginning to look somewhat stale in addressing current issues. He feels that a strategic update seems to be more appropriate. Mr. Breneman agreed that a full update is not needed. The plan needs to be general in nature overall.

Nancy Wallerstein asked how the Commission should proceed with review. Should it schedule a retreat or an off Tuesday evening, add additional evening meetings? She doesn't feel Commissioners would want to spend an entire day discussing this. Mr. Breneman noted the review could be done section by section. Mr. Lenahan replied there is a lot of information to be taken on a month by month basis with meetings.

Nancy Wallerstein asked if this is an informal evaluation using Chris Brewster to guide the Commission or would someone else be brought in? Mr. Jordan responded that he felt that would be better determined after everyone has had a chance to review the document. Nancy Wallerstein asked if a printed copy was desired so Commissioners could make notes on the pages. Mr. Jordan stated that would be possible and noted that the document was updated for Meadowbrook.

It was noted that no one on the current Commission was involved in the creation of the document or enough time had elapsed and were not familiar with the role they played. (Mr. Jordan asked the Commissioners to read the document prior to the December

meeting. He feels that will provide a clearer picture of the direction to proceed with a review of the Plan.

Gregory Wolf asked what was on the agenda for the December meeting. Mr. Jordan explained that Kansas City Christian will be returning for approval of a revised site plan for their special use permit. The use is not changing. He explained this was the result of costs coming in higher than anticipated requiring a change in the location of the second story addition to behind the gym. The footprint is the same. Nancy Wallerstein stated they need to have a neighborhood meeting prior to appearing before the Planning Commission. Mr. Jordan noted the construction window for Kansas City Christian is very compressed.

Mr. Brewster encouraged the Commission in their review of the Comprehensive Plan to look at it as what is the next big thing long term, but also think about what is needed to help make better day to day decisions that is not currently addressed in the plan or in the code.

Nancy Wallerstein asked for an update on recent projects. The following update was provided:

- Canterbury Court (Mogren) - no permits issued
- Faith Lutheran - purchased by City, demolition in January
- Inn at Meadowbrook - VanTrust having difficulty finding someone to operate one of this size so they will be building

Mr. Jordan noted that due to the cost of land, developers are requesting to build higher buildings. Also, the office building at 75th & Mission is the only office building in the area that has been done without public financing. Mr. Breneman noted the new projects in Overland Park constructed with public financing.

Mrs. Wallerstein asked about the proposed redevelopment of Corinth South. Mr. Jordan responded that the City will not be providing financial assistance for the proposed plan. First Washington will be having public meetings on their proposed plan to get resident input before the end of the year and proceed after that.

Mr. Wolf asked if this was Mr. Jordan's last meeting serving the Commission. He responded that the new Assistant City Administrator has been hired and her appointment ratified by the City Council. She will start November 27th and be at the December Planning Commission meeting. He will be staying engaged with the Commission for a while.

Melissa Brown stated that she does not feel qualified to evaluate the Comprehensive Plan and feels that the Commission needs to have a professional participate in the process. Mrs. Wallerstein asked what Mr. Brewster's role would be. Would he be leading the discussion. Mr. Brewster stated that he does not see himself as a facilitator but as a participant with the Commission.

Gregory Wolf suggested the city get an estimate of the cost to facilitate the Planning Commission's discussion. Mr. Breneman stated that he felt the initial discussion could be handled by Mr. Brewster, but once the Commission determines what work needs to be done a professional would be needed. Mr. Wolf replied that he would like to have Mr. Brewster as a participant and have someone from the outside that would be able to give an outside perspective lead the discussion. Mr. Breneman suggested that Ron Williamson as a possible facilitator.

Mrs. Wallerstein confirmed that Mr. Williamson did not prepare Village Vision and felt that Mr. Williamson would be a good choice if Mr. Brewster was comfortable working with him. Mr. Brewster responded that he would be comfortable working with Mr. Williamson.

Mr. Jordan confirmed that the Commission would prefer a Saturday work session after the first of the year.

NEXT MEETING

The December agenda has two BZA applications and Kansas City Christian revised site plan before the Planning Commission.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 8:55 p.m.

Nancy Wallerstein
Chairman

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, NOVEMBER 7, 2017**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, November 7, 2017 in the Council Chambers of the Municipal Building at 7700 Mission Road. Chairman Gregory Wolf called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, Melissa Brown, James Breneman, Patrick Lenahan and Nancy Wallerstein. Also present in their advisory capacity to the Board of Zoning Appeals were: Chris Brewster, Planning Consultant; Wes Jordan, City Administrator; Mitch Dringman, Building Official and Joyce Hagen Mundy, Board Secretary.

APPROVAL OF MINUTES

Jim Breneman moved the approval of the minutes of the September 12, 2017 meeting as presented. The motion was seconded by Nancy Wallerstein and passed unanimously.

**BZA2017-05 Request for a Variance from PVMC 19.06.041 "Lot Size" to reduce the lot depth from 125 feet to 108.9 feet
5014 West 68th Street**

The applicant owns the subject lot, zoned R-1A, fronting on West 68th Street, that is 108.90 feet wide and 306.72 feet deep (33,403.7 s.f.) The R-1A district requires lots to be at least 80 feet wide and 125 feet deep (10,000 s.f.). The applicant is proposing to split the lot, and create a new lot on the rear portion that fronts on Fonticello, and is 110 feet wide and 108.90 feet deep (11,979 s.f.). The lot and proposed building would meet all other standards required in R-1A regarding setbacks and building coverage .

The lot split application is permitted by the Prairie Village subdivision regulations, and allows the Planning Commission to approve splits provided each lot meets the zoning standards. In this case the proposed lot would not meet the lot depth requirement and would first require a variance to be granted by the Board of Zoning Appeals prior to the Planning Commission being able to consider a lot split.

This particular area has deeper blocks than are typical in the general vicinity making lots eligible for lot splits under the current regulations. There are several lots between 67th and 69th that share a similar orientation with the corner lot fronting the numbered streets and an "end grain" lot fronting Fonticello. They include:

	<u>Width</u>	<u>Depth</u>	<u>Area</u>
1. 6808 Fonticello	80'	127.15'	10,170.72 s.f.
2. 6804 Fonticello	80'	127.15'	10,173.46 s.f.
3. 6802 Fonticello	110'	127.73'	13,987.98 s.f.

4. 6740 Fonticello	100'	150'	15,001.63 s.f.
5. 6730 Fonticello	100'	150'	15,000.92 s.f.
6. 6731 Fonticello	100'	108.9' *	10,889.24 s.f.

Mr. Brewster noted that a variance was granted for 6731 Fonticello by the Prairie Village BZA in March 2014

Additionally, nine lots between 10,364 s.f. and 14,235 s.f. front on a cul-de-sac to the east side of Fonticello between 68th Street and 69th Street.

Nancy Wallerstein questioned if proper notice had been given for this public hearing. The Board Secretary replied the notice of hearing was published on October 17, 2017 and the city has received a copy of the mailing sent to residents within 200 feet of the site along with a list of those property owners received notification.

Jim Breneman asked if it had been verified whether this lot contained an easement similar to that shown between lots 2 and 3 for future roadway. Mr. Brewster replied that what they have been able to review, it does not. However, they have only received data from the AIMS map and therefore staff is recommending as a condition of approval that this be confirmed prior to the issuance of a building permit. Mr. Breneman asked the applicant if he was aware of any easements. Mr. Moffit replied he was not.

Chairman Gregory Wolf opened the public participation hearing and invited comments from residents in attendance.

Alex Wooldridge, 6740 Fontana, which is across the street from the proposed requested variance expressed opposition to the requested variance based on the density of the home proposed to be built on the lot. He noted several homes in this area have lot coverage of less than 10%. He acknowledged that city code allows lot coverage of 30%, but he feels the home proposed for this lot would be too dense and out of character with the homes in the immediate area. This neighborhood is recognized for its large lots and moderate size homes. He acknowledged that a previous variance was granted, but asked that this application be considered independently.

With no one else wishing to address the Board, the public hearing was closed at 6:44 p.m.

Chairman Gregory Wolf noted Section 19.54.030 of the Zoning Ordinance requires the Board to find that all five conditions required under K.S.A.12-759 to be met and led the Board in a discussion of each of these:

A. Uniqueness

That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

In order for the property to meet the condition of uniqueness, it must have some peculiar physical surroundings, shape, or topographical condition that would result

in a practical difficulty as distinguished from a mere inconvenience to utilize the property without granting the variance.

This lot is a corner located on a block that is deeper than typical blocks in Prairie Village, resulting in two tiers of lots over 300 feet deep. The plat for these lots was recorded in 1939 and pre-dates the City subdivision regulations and zoning standards. The lots in the vicinity that have a similar size or orientation to the proposed lot split were created after the original plats for this area at different periods of time, the latest in 2014 (6731 Fonticello, immediately north of the subject lot.) Unlike some of these lots, the width of the subject lot as originally platted (108.9') is not deep enough to allow a new lot orienting to the side street. Most of the lots were created out of original lots that were wider, and where the width was sufficient to meet the required depth for a newly created lot. The Board agreed with the staff analysis and felt this condition has been met.

B. Adjacent Property

That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.

The requested variance would allow a new lot and structure to be created in the rear portion of the existing lot. The new lot would need to comply with all setback regulations, height, lot coverage and drainage standards prior to a new home being built. It would have a similar relationship to the other homes fronting on Fonticello in this area. It would allow a new structure in what is now an open rear yard that could be as close as 25 feet from the rear yard immediately to the west. However, this would be further from the property line than what the side setback of the current lot allows (7 feet minimum, up to 12 feet with sliding scale). The existing home immediately to the north is approximately 15 feet from what is now the rear property line of the subject lot. This would be a side lot line for the new lot, and would allow a building as close as 7 feet, or as much as 15 feet (depending on the sliding scale). So it would maintain a side building separation of at least 22 - 30 feet.

Melissa Brown confirmed that the new lot would be zoned R-1a and meet all the requirements under that zoning except for the lot depth. Mr. Breneman noted that the proposed lot is the same depth as Lot #6 and ten feet wider. The Board agreed with the staff analysis and felt this condition has been met.

C. Hardship

That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.

The existing lot is deep and narrow compared to its relative size, although it is wider than the required 80' width of the R-1A zoning. This is a factor of the lots in the vicinity being platted prior to incorporation of Prairie Village and addition of the zoning and subdivision regulations. This is an existing pattern that is prevalent on other lots east on 68th street and west on 68th street. All have lot widths between 90 feet and 110 feet, except the corner lot on the northwest of 68th and Fonticello (190 feet wide). Creating an additional lot that complies with the standards would require reconfiguration of more than one existing lot, and it would not be eligible for the lot split process.

Mrs. Brown questioned the hardship placed on the owner, but Mr. Lenahan pointed out being unable to develop his property is a hardship. The Board agreed with the staff analysis and felt this condition has been met.

D. Public Interest

That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

The proposed pattern (creating a new “end grain” lot) is an effective strategy for creating new infill development along deeper blocks. This pattern has been implemented in the vicinity, though in most cases on wider lots. In some circumstances - primarily north of 68th street this has been done with more comprehensive lot reconfiguration and the addition of cul-de-sacs. In general all of the lots reflecting this pattern are between 10,500 s.f. and 14,500 s.f., compared to the larger lots in the area that are between 30,000 s.f. and 42,000 s.f. All of these lots have met the zoning requirements for width, depth, and setbacks except for one (6731 Fonticello). The Board agreed with the staff analysis and felt this condition has been met.

E. Spirit and Intent of the Regulation

That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

The intent of the R-1A zoning district is to recognize the wide variety of lot sizes, and to preserve a larger-lot, lower density pattern compared to R-1B lot sizes. Overall, the intent of the residential districts is “to protect and sustain property values, prevent the physical decline of conditions on private property, prevent conversions of dwellings to uses that are not in harmony with the neighborhood, and generally assure a quality of life of the highest practical order.” Overall the lot size, setbacks and building height standards are intended to promote compatible relationships of buildings to their lot, to each other and to the neighborhood streetscape. A new lot would be required to meet all of these standards, with the only exception being the required lot depth of 108.9 feet rather than 125 feet. The Board agreed with the staff analysis and felt this condition has been met.

Chris Brewster reviewed the following conditions of approval recommended.

1. That the variance be granted only to the extent shown on the submitted plans, and specifically only to allow a lot with a depth of 108.9 feet and a width of 110 feet. All other zoning standards shall be met prior to any building permit being issued.
2. Public works confirm that no drainage issues exist for the proposed lot, building location and lot access locations, and in particular, these elements in relation to the storm sewer inlet on the east side of Fonticello.
3. The proposed house plan is showing a 3-car garage. If a 3-car garage is built, the driveway and curb-cut access should taper to be narrower within the first 20 feet from the back of curb on Fonticello to disrupt less of the streetscape and have a width comparable to other homes fronting on Fonticello (18 feet to 22 feet max)
4. The variance, if approved, is conditioned on a lot spit being approved by the Planning Commission.

5. The variance, if approved, be recorded with the County Register of Deeds within 1 year of approval.

Mr. Breneman stated that he felt condition #3 was not related to the requested lot depth variance and would be more applicable to the later consideration by the Planning Commission of the requested lot split.

Jim Breneman moved that the Board after reviewing the information submitted and consideration of the testimony during the public hearing find all criteria required by state statutes and Section 19.54.030 of the Prairie Village Zoning Ordinance, to have been met and approve BZA 2017-05 request for a variance from PVMC 19.06.041 reducing the required lot depth from 125 feet to 108.9 feet for the property located at 5014 West 68th Street subject to the following conditions:

1. That the variance be granted only to the extent shown on the submitted plans, and specifically only to allow a lot with a depth of 108.9 feet and a width of 110 feet. All other zoning standards shall be met prior to any building permit being issued.
2. Public works confirm that no drainage issues exist for the proposed lot, building location and lot access locations, and in particular, these elements in relation to the storm sewer inlet on the east side of Fonticello.
3. The variance, if approved, is conditioned on a lot spit being approved by the Planning Commission.
4. The variance, if approved, be recorded with the County Register of Deeds within 1 year of approval.

The motion was seconded by Pat Lenahan and passed unanimously.

OLD BUSINESS

Nancy Wallerstein stated that she felt the Board would be discussing the procedural change from voting on each condition required for a variance independently to a general discussion and one vote on the requested variance.

Chris Brewster noted he had been monitoring the voting process followed by the Board whereby a vote was taken on each condition and then a final vote taken on the request. He spoke with the City Attorney regarding this practice and if it was required, noting that it presents an opportunity for technical errors to be made. The City Attorney has made the following recommendation:

1. The Board should discuss each factor independently to build the record - either based on facts in staff report, applicant testimony, or Boards own discussion and opinions, but not vote on each factor.
2. After discussion of all factors, a motion can be made to approve (based on all factors being met) or deny (based on any one factor being met).
3. A Board member voting against a motion to approve should indicate which factor they believe was not met; similarly a motion to deny should state which factor(s) were not met.
4. A majority vote would carry either a motion to approve or deny the variance

Mr. Brewster noted that under the individual vote, all factors could pass by a majority of the Board (i.e. 7-0, 6-1, 4-3, etc.); but among the 5 factors there could be less than a

majority of the Board finding that all 5 were met (i.e. if 4 or more of you voted against factors, but different ones); when the Board votes on the variance as a whole, there could be a tendency to vote for it since all factors did pass by a majority. With the above recommended procedure, that would not happen.

However, if you are comfortable and prefer voting on each individual factor independently, and then the variance as a whole separately, you may still do that, but:

1. Anyone who voted against any factor, has to vote no on the overall variance; and
2. If at any point in the individual votes a factor does not get a majority, the case would be denied by default and there would be no need to vote on other factors or the overall variance.

Mrs. Wallerstein noted that she felt it would have been appropriate to have this discussion with a decision made by the Board rather than being told. She confirmed that under the individual vote process if someone felt strongly that the condition of hardship was not found and voted as such that they would need to vote against the motion to approve the variance as they did not find that all five conditions had been met.

Jim Breneman noted the process with casting only one vote appears to be faster, but if there was an application that members felt strong about individual votes could be taken following the direction given. Mr. Lenahan confirmed that the bottom line is that the vote on the individual criteria must be reflected in the vote on the final recommendation - if you voted no on a criteria, you must vote no on the requested variance. Mr. Lenahan stated he supported the general discussion with the ability if the Board felt it was needed to be able to vote individually on the criteria.

NEXT MEETING

Board Secretary Joyce Hagen Mundy reported two applications have been received for consideration by the Board in December.

ADJOURNMENT

Chairman Gregory Wolf adjourned the meeting of the Board of Zoning Appeals at 7:00 p.m.

Gregory Wolf
Chairman

TREE BOARD
City of Prairie Village, Kansas

AGENDA

Wednesday - November 1, 2017 6:00PM Meeting
Public Works – Conference Room
3535 Somerset Drive

Board Members: Deborah Nixon, Rick Howell, Jonathan Pruitt, Frank Riott, Kevin Dunn, Pamela Jorgensen and Ellie Green.

Other Attendees: Terrence Gallagher, Suzanne Lownes, Bridget Tolle

- 1) Review and Approve minutes from September 6, 2017 meeting**
Motion by Frank Riott to accept the minutes, seconded by Kevin Dunn. Approved unanimously.

- 2) Street Tree Planting Project - Project Wrap Up**
Heartland Tree Alliance and 17 volunteers from Henderson Engineering planted 6 trees in Taliaferro park, and 11 ROW street trees. These 11 street trees are located between Belinder and Mission Rd on 79th Street, Windsor, and Reinhardt. The trees were all planted in about an hour and a half, they are nice looking trees and they were planted well. Deborah stopped by and thanked everyone. Frank Riott said we had about a 15% success rate from this project. In the future we need to knock on more doors for a higher success rate.

- 3) Fall Seminar - Event Wrap Up**
Dr. Raymond A. Cloyd, a K-State entomologist, gave a presentation about insects mostly relating to trees and Kevin Dunn gave a presentation about tree species and their litter. There were about 30 people who attended, including Master Gardeners who received points for attending. Terrence suggests that we notify the new Assistant to City Manager bring up the Fall Seminar at ward and homes association meetings so that more people are aware.

- 4) Old Business**
Pamela Jorgensen & student Ellie Green were officially welcomed as new Tree Board members.

- 5) New Business**
Devon Murray has resigned from the Tree Board. There are no new applicants. Bridget Tolle spoke on behalf of Bonnie Miller, a resident, who wanted to remove a healthy sweetgum tree at 2511 W 75th Place. Deborah Nixon said she drove by, and the tree had a beautiful Fall color and their yard looked clean. The Director of Public Works previously declined her request, and it was decided by the Tree Board that there is no reason for it to be removed.

- 6) The next meeting agenda**
The next meeting will be held in February 7th, 2018 to discuss Arbor Day and Arboretum signs. Terrance said that boy scouts could help with signs. There may be an email about landscaping ordinances from Terrance Gallagher before our next meeting, but we will wait to hear from him.

The meeting adjourned at 6:35 p.m. Minutes prepared by Bridget Tolle.

**Council Members
Mark Your Calendars
December 18, 2017**

December 2017	Pastel Society in the R.G. Endres Gallery
December 6	Council of Mayors Holiday Social at Lake Quivira Clubhouse
December 8	Mayor's Holiday Volunteer Party
December 8	Artist Reception in the R.G. Endres Gallery
December 15	Employee Holiday Party
December 18	City Council Meeting
December 25	City Offices closed for Christmas Holiday
January 2018	Juried Photography Exhibit in the R.G. Endres Gallery
January 1	City Offices closed for New Year's Day Holiday
January 2	City Council Meeting
January 4	2018 Convener Reception at JCCC from 5 to 7 p.m.
January 8	Newly elected Council members take office
January 12	Artist Reception in the R.G. Endres Gallery
January 15	City Offices closed for Martin Luther King, Jr. Holiday
January 16	City Council Meeting
January 24	City Government Day in Topeka